

# The Solicitors Journal.

LONDON, FEBRUARY 27, 1886.

## CURRENT TOPICS.

FOLLOWING HIS CUSTOM in previous years, Vice-Chancellor BACON will suspend his sittings for a few days, commencing on Saturday, the 27th inst., until Friday, the 5th of March, on which day he will sit again. The other judges of the Chancery Division have not as yet fixed the dates of such intervals, but it is anticipated that more than one of them will shortly intermit his sittings.

IN THE REPORT of the judgment in *Munton v. Lord Truro*, given in our last issue, taken from the shorthand notes, Judge EDWARDS was stated to have said that it was "open to grave doubt whether the powers expressly given by the Act [7 Anne, c. 20] to masters in chancery could now be exercised by other officers who have succeeded, in some respects, to their duties." What the judge said was that it was open to grave doubt whether these powers could *not* now be exercised by other officers. The correction is important with regard to the main point in controversy—viz., the compulsory administration of the oath at the registry office.

A MORE astonishing application than that on Monday to the Queen's Bench Division to punish alleged contempt of a police court was probably never made. We believe there is not a vestige of authority for the proposition that one court can punish in a summary way a contempt of another court; and there is the authority of the late Master of the Rolls for the statement that "the jurisdiction of the court in relation to contempt being arbitrary and unlimited, ought to be most jealously and carefully restricted. It is no doubt a necessary jurisdiction, but only in the sense in which other extreme measures are sometimes necessary to preserve a man's rights—that is, when no other pertinent remedy can be found. There are the strongest reasons why it should not be extended to cases to which it has never been applied before" (*Republic of Costa Rica v. Erlanger*, 21 SOLICITORS' JOURNAL, 360).

IN A VERY exhaustive judgment, delivered on Thursday last, Mr. Justice CHITTY, in a case of *Re Basfield, Whaley v. Basfield*, refused leave to serve an originating summons out of the jurisdiction. Stated shortly, his reasons are as follows:—R. S. C., 1883, order 11, only applies to service of a writ or notice of a writ out of the jurisdiction. There was power under Consolidated Order 10, r. 7, to serve an originating administration summons out of the jurisdiction, but those orders are annulled by the R. S. C., 1883, and the power is not preserved by ord. 72, r. 2. Orders for this purpose have from time to time been made at chambers as well as in court, and the learned judge referred to several cases, and especially to *Re Elean* (1 De G. J. & S. 398), but he decided that there had been no "practice" to make such orders. Since the Rules of 1883 such orders have been refused at chambers on several occasions, but we believe that, in some cases, they have been made. The question will, it is understood, be brought before the Court of Appeal, and if that tribunal cannot decide that the power exists to serve an originating summons out of the jurisdiction, it will be necessary to consider whether such a power should not be given by a new rule of court.

OUR READERS would observe in our last week's issue a report of a decision of the Court of Appeal (*Cussey and others v. Hellyer*,

*ante*, p. 270), which limits the operation of the useful provision—added, we believe, at the suggestion of the Council of the Incorporated Law Society to R. S. C., 1883 (ord. 3, r. 6 (f.))—allowing a specially-indorsed writ to be issued in actions for the recovery of land "by a landlord against a tenant whose term has expired, or has been duly determined by notice to quit, or against persons claiming under such tenant." The court, after taking time to consider and consulting the other Lords Justices, held that the provision cited above applies only "to an action by the landlord who has himself granted the lease, or to whom the tenant has attorned by paying rent; in both of which cases no proof of title would be necessary." We presume that the decision is based on the circumstance that the rule, while it mentions persons claiming under the tenant, does not contain a corresponding provision as to persons claiming under the landlord; but we confess the decision seems to us to be somewhat technical, as the provisions of order 14 seem sufficient to prevent any hardship from arising to the tenant from his ignorance of the title of the plaintiff. The decision will not apply to a large number of cases, but it must be remembered for the future that the procedure by specially-indorsed writ for recovery of land applies only (1) where a tenancy has been determined either by effluxion of time or notice to quit (*Burns v. Walford*, W. N., 1884, p. 31), and (2) where the plaintiff is either the landlord who let the property to the defendant, or a person to whom the defendant has paid rent.

MR. JUSTICE CHITTY has recently commented on the inaccuracy of so-called "office copies" of wills issued out of the Probate Registry. We have often drawn attention to the subject, and a few years ago the Council of the Incorporated Law Society represented to Sir JAMES HANNEN the desirability of having the practice in the Probate Registry assimilated to that in the Chancery Division. The practice in the central office with regard to printed copies of chancery orders is to mark a plain copy "Not official," and only to mark as "office copies" examined copies. Sir JAMES HANNEN declined to carry out the suggestion of the council, on the ground that its adoption would largely increase the work of the office, and would require the engagement of an additional number of clerks, which the Treasury would not be likely to consent to. Although, we believe, the Lord Chancellor was appealed to, nothing was done. It may be hoped that now that Mr. Justice CHITTY has pointedly called attention to the evils arising from the inaccuracy of the so-called "office copies" of wills, some steps may be taken to place on copies not examined an indication to that effect. We do not see that the adoption of this course could add materially to the work of the Probate Office. Our readers will bear us out when we say that there are comparatively few unexamined "office copies" of wills which do not contain errors.

MR. JUSTICE PEARSON is stated to have said, in *Pooley v. Whetham*, reported elsewhere, that, "whether a man was a solicitor or not, justice must be done to him"—a remark which, if taken apart from the context, would remind one of a certain Johnsonian utterance. What the learned judge meant was that, in deciding upon transactions in the shape of loans by a solicitor to his client, the court ought not to be so led away, either by a desire to prohibit such transactions, or by an overweening anxiety to protect clients perfectly well able to protect themselves, as to deny ordinary justice to the solicitor, and to allow clients to escape from obligations deliberately undertaken by them. It was sought to apply the doctrine of *Cockburn v. Edwards* (L. R. 16 Ch. D. 393, 25 SOLICITORS' JOURNAL, 756)—that the *onus* is on a solicitor of shewing that, before a client executed a mortgage to him containing a power enabling the mortgagee to sell without

notice, full explanation was given—to an agreement for a mortgage by a client to a solicitor which, both in substance and form, amounted to a mere arrangement for giving three months for payment of a debt due by the client to the solicitor, in order that the client, instead of being sued at once for the debt, might have the opportunity of paying it within the time specified. The learned judge said, "It was impossible to read the agreement without seeing that it was the intention of the parties that, if the money was not paid at the end of the three months, the power of sale might be exercised." This seems to suggest that, in all second mortgages by clients to their solicitors, containing a power to sell without notice, it will be well to insert a recital to this effect. It will be remembered that, in *Cockburn v. Edwards*, the late Master of the Rolls remarked that "he was not prepared to say that the right to exercise the power of sale in a second mortgage ought necessarily to be limited in the same way as was usual in a first mortgage"; but the observations of BRETT, L.J., in the same case, do not warrant the assumption that the Court of Appeal at the present time would entertain the opinion suggested by the late Master of the Rolls.

THE TEST CASE which MESSRS. MUNTON & MORRIS brought before the Clerkenwell County Court in the interests of the profession, and with the approval of the Council of the Incorporated Law Society, is the outcome of a long controversy carried on between the council and the officials of the Middlesex Registry Office. The subject of the fees demanded at the office will be found fully discussed in the report of the council for 1867, where it is stated that the attention of the council had for some time been directed to the circumstance that the registrars had been in the habit of taking fees "greatly exceeding those which they are empowered to receive under the statute"; and the council add that they "have been advised that the fees hitherto received have been received without any legal authority whatever, and that an action could, after demand, be maintained against the registrars by any person who had paid fees in excess of those authorized by the statute." The attention of Parliament was called to the subject, and a return was obtained of the receipts and expenses of the Middlesex Registry Office from 1862 to 1866. This return shewed that the net amount received by each of the then three registrars had gradually crept up from £1,629 in 1862 to £2,368 in 1866. The Government of the day announced that they had under consideration a measure for regulating generally the functions of the registrars, but nothing came of the agitation. It was, we believe, understood at the time that the registrars had intrenched themselves behind an opinion obtained from two very learned members of the bar in favour of the legality of these fees; and, whether owing to this or other causes, neither the council, nor, so far as we know, any practitioner, brought the question into court. In 1883, however, the council recurred to the subject, and, in pursuance of a resolution passed at a meeting of the society, applied to the registrars to post in the office their statutory scale of fees. Correspondence and negotiations ensued; and the registrars ultimately stated their fees for registering memorials over and above the statutory 1s. for "entering" to be as follow:—For oath and exhibit, 2s. 6d.; for certificate indorsed on deed, 1s.; and a fee of 6d. per folio (in accordance with 7 Anne, c. 20, s. 11) for every 100 words beyond the first 200. The council demurred to the fee for the oath and exhibit, and shortly afterwards the action which has just been decided was commenced. The modest 4s. 6d. claimed by the registrars in 1883, and allowed by Judge EDWARDS in 1886, for memorials under 200 words, represents a considerable reduction in the scale. From a parliamentary return in 1862, it appears that the registrars then stated the fees for registering a deed to amount to a fixed sum of 7s. for memorials under 500 words, and 6d. for every 100 words above that number; and the return further states that these fees had been paid since 1768. The deputy-registrar, in his evidence before the county court in the recent case, described this fixed fee of 7s. as a thing of the past. The important matters for the profession are—first, the contention of the officials that they are entitled to refuse to register unless the oath is administered at the office, the result being compulsory attendance at the registry office; and, next, the strange claim to regulate the fees in proportion to the magnitude of the transaction. "I endeavour," the deputy-registrar is

reported to have said in his evidence, "to ascertain to what the deed refers, whether a small or large transaction. I charge accordingly. . . . If it is a small estate and a small memorial, I charge less than parliamentary fees. I have charged large fees for large estates and small fees for small estates constantly."

SOME DOUBT has existed as to whether there is any necessity for a plaintiff who moves for judgment in default of defence to prove his statement of claim. Having regard to R. S. C., 1883, ord. 27, r. 11, it would seem that, without any proof at all, the plaintiff is, in default of defence, at liberty to ask for and to have such judgment as, upon the statement of claim, he may appear to be entitled to. Nevertheless, as the failure to deliver a defence is, in practice, treated as an admission of the plaintiff's case, the question remained whether infants and persons not *sui juris* were in a position to admit. This question is set at rest by the decision of Mr. Justice PEARSON in *Ripley v. Sawyer* (34 W. R. 270), who lays it down that, where there are infants, it is not necessary for the plaintiff to verify his statement of claim.

## COSTS OF INSPECTION OF DOCUMENTS.

THE recent case of *Brown v. Liell* (L. R. 16 Q. B. D. 229) decided a very important point with regard to production of documents. The facts were briefly these. The written document containing the terms of the contract upon which the action was brought being in the possession of the defendant, the plaintiff applied to inspect it without making the deposit required by R. S. C., 1883, ord. 31, rr. 25, 26, as security for the costs of discovery. The master having refused an order for inspection, his decision was reversed by the judge at chambers, who made the order asked for by the plaintiff. On appeal the Divisional Court (Mathew and Smith, JJ.) upheld the decision of the judge.

The main ground taken by the court seems to have been that this was not a case of discovery within the rules referred to, inasmuch as a court of common law would, quite independently of any statutory provisions with regard to discovery, have had a power at common law to order inspection of this document. Smith, J., further suggested that the term "discovery" was only properly applicable for the purposes of these rules where the party applying sought to compel his antagonist to state what documents he had, and did not apply to a case where, the antagonist being known to possess a particular document, inspection was claimed.

There was, no doubt, a jurisdiction at common law to compel production of a document in which the parties had a common interest, and when one was trustee of the document for the other; and it seems to us that, when one of the parties is admittedly in possession of such a document, it is, perhaps, but just and reasonable that he should be compelled to produce it for inspection without being entitled to security for costs. The case may certainly be distinguished from the case of an application made to compel the opposite party to reveal the existence of all documents which may be material to the case, a proceeding which may necessitate long affidavits of documents and applications for further affidavits of documents, and such like interlocutory litigation, which oftentimes tended to increase the costs of actions enormously without corresponding advantage. It may well be contended that it would be an outrageous thing, where, two men having entered into a contract, and, there being no counterpart or copy of it in existence, it has remained in the possession of one of them, that he should be allowed to deny inspection of it to the other, and compel him to come into court on speculation as to whether his recollection of the contents was correct, unless he will pay a sum of money as security for costs of the inspection.

We are disposed to agree that such a result would be unreasonable, but we feel some slight difficulty as to the main ground upon which the decision of the court was put. Assuming, as it seems to us for the purposes of this point it must be assumed, that the word "discovery," in ord. 31, rr. 25, 26, may include "inspection" where inspection only is sought for, on the words of the rules it is not quite obvious why the meaning of the term "discovery" so used should be confined to the statutory powers in



respect of discovery given by the different Acts regulating procedure, excluding the common law power of granting discovery where there is a common interest in the document. We cannot help doubting whether the framers of the rules could have had any such distinction in their minds, as they probably were endeavouring to frame a complete code of procedure as to discovery and inspection. On the whole, we are disposed to think a more satisfactory view would be that suggested by Smith, J.—viz., that “discovery” and “inspection” are different things. Though, no doubt, “inspection” is often treated of in books under the general head of “discovery,” it seems to us that for certain purposes the latter term may have a more restricted and technical meaning, as meaning the revelation of the existence of documents, not the production of them, when known to exist. The rules themselves lend colour to this view. Order 31 is headed “Discovery and Inspection.” Rule 20 speaks of “discovery or inspection of any kind.” Rules 21—23 all speak of “interrogatories, or discovery, or inspection,” as if discovery and inspection were different things. If inspection were necessarily included in the term “discovery,” it would not have been necessary to speak of “discovery or inspection.” The contrast of phraseology between those rules and rules 25, 26, is most marked in this respect.

## THE COUNCIL OF THE INCORPORATED LAW SOCIETY ON THE LAND LAWS.

### V.

#### ENTAILS.

We have now to consider the changes in law, as distinguished from changes in procedure, discussed in the Statement. We have some difficulty in doing so, as the discussion of the most important of these, the proposed abolition or modification of strict settlements, has to some extent fallen into the hands of party politicians; but considering that a learned judge has, in an article in the *National Review*, a strictly Conservative organ, advocated the total abolition of the existing law of real property, we think that we may place before our readers the arguments for, and the effects that would be produced by, the changes that have been proposed, without rendering ourselves open to the charge of introducing party politics into our columns.

It is believed by many who have not studied the history of our law that the present system of strict settlements is necessary to the existence of a landed aristocracy; it must, however, be remembered that during the period of nearly two hundred years following the decision in *Taltarum's case*, in the year 1472, a period during which the power of the landed aristocracy was far greater than it is at the present day, strict settlements were unknown. The usual form of settlement then adopted by the aristocracy was an estate tail, thus enabling the person in possession to sell or mortgage the estate, and, if he thought fit, to disinherit his eldest son. It is interesting to see the disfavour with which the early attempts to create strict settlements were regarded by the great Elizabethan lawyers—Popham, C.J. (see *Chudleigh's case*, 1 Rep. 138, 139), Coke (see 6 Rep. 40a., and the preface to 10 Rep.), and Bacon, a man whose fame as a lawyer has been obscured by his renown as a philosopher (see his argument in *Chudleigh's case*, 7 Bacon Op., ed. Spedding, 617).

It is probable that an indirect effect of the Settled Land Act, 1882, will be to discourage strict settlements. We were lately discussing the arrangements made at the majority of the eldest son of a very wealthy peer. Somewhat to our surprise the peer declined to concur in a re-settlement, saying that he should have proposed it if its effect would have been to render it certain that the estates, to which very interesting historical associations were annexed, would remain in the family, but that as, owing to the Act, this was no longer the case, he considered it unnecessary to re-settle the property.

#### ECONOMIC OBJECTIONS TO ENTAILS.

The Statement says:—

“The objections to settlement, from an economic standpoint, would seem to be threefold—viz., (1) that they prevent estates being sold which

would otherwise come into the market; (2) that they tend very greatly to retard the progress of agricultural improvement; and (3) that they deprive many landowners of the means of properly managing their estates.

“The council consider that these economic objections to settlements would be entirely outside their province if they were consistent with fact. . . . The council, however, conceive that it is well within their province to point out that none of the three propositions above formulated can now be supported. . . . Whatever truth, therefore, there may formerly have been in the economic objections is entirely swept away by the Settled Land Act.”

The arguments of those who object to strict settlements on economic grounds may be shortly stated as follows:—

(1) That, where the tenant for life becomes impoverished, he is unable to sell for the purpose of paying his own debts (see *per Popham, C.J., Chudleigh's case*, 138, *per Bacon*, argument in *Chudleigh's case*, 7 Bacon Op., ed. Spedding, 617), so that the settlement takes away a very strong motive for sale, and keeps the land out of the market. This objection applies to all settlements of land.

Mr. Shaw Lefevre, in an article in the *Nineteenth Century* for October, 1885, suggests that “the limited owner should be empowered to compel a division of the proceeds of the sale of settled property between himself and the reversioner.” We are strongly inclined to think that the adoption of this suggestion would benefit not only the tenant for life, but also the remainderman. It would benefit the tenant for life by enabling him to realize the full value of his life interest, thus possibly enabling him to avoid bankruptcy, without adopting the costly method of a mortgage of his life estate and a policy of insurance, by means of which he never can raise the full value of his interest. It would benefit the remainderman; for the tenant for life, who has parted with his life interest, may be unable to maintain his eldest son, who must, in that case, depend during his infancy on the charity of relations, and is almost forced to raise money on his expectations as soon as he comes of age; while, if Mr. Lefevre's suggestion were adopted, a fund would be immediately applicable for his maintenance.

(2) That a tenant for life is unwilling to expend his own money in the necessary improvements of the land, because such expenditure is really spent for the benefit of his eldest son only. This objection does not apply, or applies only in a very slight degree, to settlements where the children take equally, either subject or not subject to a power of appointment in the tenant for life.

The tenant for life may feel it his duty to provide for his younger children by putting by out of his income, and he is placed in the position of being forced to neglect his duty either to the land or to his children. This objection applies with peculiar force to the case where the limitations follow the male line only, and extend to collaterals, as the tenant for life may have daughters only. It might be partially obviated by amending the Settled Land Act, so as to authorize the tenant for life to make improvements with his own money, and to charge the estate with the costs (see the *Agricultural Holdings Act (England)*, 1883—46 & 47 Vict. c. 61). In connection with this subject, we may point out that the provisions of the Settled Land Act as to improvements with capital money arising under the settlement are only adapted to the case of improvements intended to be carried out at considerable expense. But where the intended expenditure is but small, a case where the improvements might generally be safely carried out under the direction of the owner's bailiff, the expense of conforming with the provisions of the Act is prohibitory, add to which that there is a common, though possibly an ill-founded, feeling amongst agriculturalists against having anything to do with an office in London (see on this point the report, drafted by Lord Salisbury, of the Lords Committee on Improvement of Land under the Inclosure Commissioners in 1873). All this might be avoided by providing that the trustees might, with the concurrence of the tenant for life, themselves nominate the surveyor, or, where the expense of the intended improvement did not exceed a specified amount, might be contented with receiving proper vouchers for the expenditure.

(3) That where the tenant for life becomes bankrupt, it is improper to allow him to remain the nominal owner of the estate, which must necessarily be mismanaged, the tenant for life being unable, and the purchaser of his life estate, owing to his want of permanent interest, being unwilling to expend any money on it. This objection applies to all settlements of land.

Mr. Shaw Lefevre proposes, in the article already referred to, that "power should be given to the creditors of the tenant for life to compel a sale of settled property with a view to the realization of a bankrupt's estate to its full value." Many of our readers must have been concerned in the management of properties where the life interest has been sold. The experience of most of them will make them concur with us in saying that Mr. Shaw-Lefevre's proposal, if made law, would be a very great boon to the tenants and labourers on the estate, which "would become the property of some new man better able to do justice to it, and to those who live upon it and by it" (see Mr. Roscoe's inaugural address to the Incorporated Law Society in 1885), and would, to use Mr. Davey's words, "prevent the estate remaining in the hands and under the control of a person (whether tenant for life, or his mortgagee or trustee in bankruptcy, or a purchaser of the life estate from the trustee) whose sole interest it is to take as much out of the land, and put as little into it as possible, reckless of bad cultivation, deterioration, and impoverishment."

#### SOCIAL OBJECTIONS TO ENTAILS.

As to the objections to settlements on social grounds, the Statement says:—

"It is said that, under the existing system, a father, by pressing his son to re-settle the estate on coming of age, practically coerces that son into providing for his unborn issue, and so lessens his control over them when born. It seems sufficient now to say that much of the grandfather's power would be taken away by the abolition of estates tail, whereby land would be placed in the same position as personalty, so that the issue must become absolutely entitled on attaining twenty-one, subject to any power of distribution among issue reserved to the parent."

The council are of opinion that the proposal to abolish settlements of this kind must logically involve this, "that no person ought to be allowed to irrevocably provide for his children, either out of land or out of money, as he may think fit." It is difficult to reconcile this opinion with the views of persons of such eminence as Blackstone, the learned Pigott, or, to come to modern times, as the present Lord Chancellor, Lord Hobhouse, Mr. Justice Stephen, Mr. Davey, Q.C. (now Solicitor-General), Mr. Shaw Lefevre, and Mr. Henry Thomas Young, a late president of the Incorporated Law Society (see his inaugural address, 20 SOLICITORS' JOURNAL, 921), all of whom have expressed strong opinions against strict settlements, without objecting to settlements of personalty. We may add that Mr. Arthur Arnold, who wishes even to abolish life estates in land, says, with reference to this remark: "I can only say that I have never met with a proposal to abolish the settlement of personal property."

The following objections have been made to strict settlements on social grounds:—

(1) That the first estate of inheritance necessarily vests in a person who was not born at the date of the settlement—a person whose character and fitness for the management of land are necessarily unknown to the settlor.

This objection need only be stated to make its force felt. It is not, as is sometimes believed, an objection to settlements altogether, it is only an objection to a form of settlement which may put the property into the hands of a lunatic or a spendthrift. It is, perhaps, somewhat strange that on the marriage of a well-conducted, middle-aged man, in his father's lifetime, it should be the fashion to pass him over, and to vest the inheritance in his unborn son. At the time when strict settlements were invented this practice was adopted for the purpose of avoiding the risk of forfeiture for treason, which would have happened if the person convicted were tenant in tail in possession, while, if he were only tenant for life, this would not have been the case. The risk of forfeiture for treason has, for many years, been but small, and now forfeiture for treason has been abolished: 33 & 34 Vict. c. 23.

Assuming, as is probably the case, that a person inclined to extravagance is likely to shew this tendency in his youth, there appears to be a greater risk of the family property being alienated where it is habitually put into strict settlement, than where it is not settled, or than where it is settled in the manner usual in the case of personalty, as proposed by Mr. Shaw Lefevre; as in either of the latter cases the father can, if his eldest son shews signs of extravagance, give the property to a well-conducted son. On the other hand, where the property is in strict settlement, an extravagant eldest son can insist upon having a large sum raised for him

as the condition for his concurring in a re-settlement (we have heard of a young man obtaining £50,000 in this manner for the purpose of paying debts of honour contracted during his minority) and on his eldest son coming of age can, probably, induce him to charge the property still further. It is a matter of common observation that one really extravagant tenant for life can, by the pressure that he is able to put on his father and his own son, manage to have charges let in on the estate to such an amount as to impoverish the family, possibly necessitating a sale on his death. See the remarks of Mr. H. T. Young, who says in his inaugural address for 1876, "Nor does the entail protect the spendthrift himself. He can and does still squander his life interest; and the estate itself, under such circumstances, is likely to be neglected. This may last for thirty years or more, and what damage may accrue, during that period, to those coming after him for whose benefit the entail has been created."

(2) That by making the eldest son independent of his father strict settlements weaken parental authority: 2 Blacks. Comm. 116, *per* Popham, C.J., *Chudleigh's case*, 1 Rep. 138b., and *per* Bacon, argument in *S. C.*, *ubi sup.*, and render the son a prey to money lenders. This objection applies to settlements of personalty on an unborn eldest son.

Many of our readers can confirm our experience that the heirs to entailed estates are hunted down by money-lenders from their earliest youth; and that it is not a very rare thing for them to raise on their expectations money to such an amount as to impoverish them for life.

The objections to strict settlements that we have discussed will be found stated with great force in two articles, by Lord Hobhouse, in the *Contemporary Review* for February and March, 1886.

## CORRESPONDENCE.

### REGISTRATION OF DEEDS *versus* REGISTRATION OF TITLE.

[To the Editor of the Solicitors' Journal.]

Sir,—As your readers are generally aware, the relative merits of these two systems have long been a fruitful subject of controversy amongst legal reformers, and as it is again brought upon the tapis by the valuable "Statement on the Land Laws" issued by the Council of the Law Society, I would ask you to allow me to make some observations upon it in your columns. In doing so it gives me great satisfaction to feel that I am bringing it under the notice of those who, from their professional experience, are able to understand it. It is the want of this experience that has led so many amateur lawyers, political economists, and doctrinaires to entertain such sanguine expectations as to the solution of the Land Transfer problem. To them it is the easiest thing imaginable. They see no obstacle or difficulty to land becoming as easily transferable as Government stocks, and they believe that nothing but the self-interest of the lawyer stands in the way of this most attainable desideratum. They step in with confidence where lawyers fear to tread—or, at least, tread with caution—and the result is a number of schemes which no one of any experience would attempt to work. Of all legal reforms this is essentially one which belongs to the domain of our own profession, and in the accomplishment of which even great lawyers like Lord Cairns and Lord Westbury totally failed. I do not stop to inquire whether it is for the benefit of the community that land should be as easily transferable as Government stock, and that the ownership should be so constantly changing that a tenant would have to search the register every half-year before he paid his rent to ascertain who was his landlord. I assume that it is desirable to facilitate the transfer of land as much as possible. The question is, how is that end best attained with safety, economy, and convenience?

I am free to admit that in the ordinary registry of deeds system there is no pretension to the wonderful effects claimed for the registry of title. The benefits of that system are simply (7.) greater certainty in the ascertainment of priorities, (b.) protection against the loss of documents, and (c.) security against fraud.\* The objections to it are (1) its publicity and (2) expense.

The first of these objections I believe to be of very little value. Notwithstanding the registry of deeds, I believe people in Ireland know as little of their neighbours' monetary affairs as they do in

\* Although these first two results have not been attained in Ireland for the reasons I mentioned in my former letter, there is no reason why any Act creating a registry of deeds in England should not secure them to the public.



England. The only people who search in the Registry of Deeds Office are those who have occasion to ascertain the position of estates for the purpose of making advances to those who own them, either in goods or money, and such people ought to have access to this information. As to the second objection, I am ready to admit that the expense is a serious drawback in very small transactions, although in others it is not felt. I think this objection might be met by a lower scale both for office and solicitors' fees. The cost of registry, even in the smallest cases here, is never less than two guineas. Then, of course, the searches add considerably to the expenses of land transfer; but the certainty and security afforded by a good registry of deeds is, in my opinion, much more than an equivalent to the additional expense.

In the registry of title system the advantages held out are admittedly far greater than those offered by the registry of deeds, but the objections are far more serious. These advantages, of course, vary with the scheme proposed; but, assuming it to be an indefeasible registry, they are chiefly (a.) simplicity in transfer and (b.) economy arising from this simplicity, so that there will be no occasion for professional assistance. The objections to the registry of title system are (1) its inability to bear trusts or any complication of interests, (2) having to prove every step in the title as it occurs, and (3) the danger of loss by fraud.

As to the first of these objections, all practical lawyers can appreciate it. We know how necessary it is to have trusts of various kinds respecting land, and the inconvenience it would be to abolish the power to create such trusts, even to facilitate the transfer of land. We know, too, the variety of interests which are created in land, and which could not appear on the Land Registry lest they should interfere with the simplicity which it is necessary to preserve in order to make land as easily transferable as Government stock. But does anyone suppose for a moment that these trusts would, under such a system, cease to be created, and that these various interests would not arise? No; they would still of necessity exist, but to protect those deriving under them the registry would be blistered with *caveats*, which would have to be "warned" on any attempt to deal with the land. Thus the remedy would appear to me worse than the disease.

The second objection—namely, having to prove every step as you proceed—seems to me the most serious objection of any to the registry of title. I assume, of course, that the title to the land has been first proved, and that you have a clear title, such as is afforded in Ireland by a conveyance from the Landed Estates Court, or a declaration of title by that court. Well, assuming this in order to an indefeasible registry of title, every subsequent act must be proved before it can be registered. And this applies, not merely to ordinary transfers of land by deed, but to every act which affects the devolution of the title—deaths, marriages, births, relationships, &c., must all be proved at the time of their being entered on the register (although no one disputes them), because such entry has an indefeasible character. But suppose an owner makes a will of a complicated, obscure kind, what is to be done? Is the registrar to constitute himself a judge and jury, and interpret it? Again, a man dies intestate; who is to decide who is his heir-at-law? In a case of this kind, in which I was concerned, and which had been recorded in our Irish Record of Title (corresponding to your Register of Title), I had to publish a notice in the *Gazette* and newspapers of such intestacy, and could not record the heir-at-law till six months from the date of the notice had expired. Meantime the estate was without a recorded owner, and no legal act could be done to affect while it hung, like Mahomet's coffin, suspended between heaven and earth. In fact, once an estate is recorded, the owner has practically brought himself into court, and can do nothing with his own property without the sanction of the recording officer, who must be satisfied as to every act before it is put on the record, and no act is legal that is not recorded. Not so with the registry of deeds. There you have only to prove the execution by a party to the deed, and it is registered, subject to all objections that may be raised hereafter; but you have not to anticipate such objections, and the probability is the deed may never be questioned; but in the registry of title system you have to prove your title at every step, whether it is questioned or not.

The third objection is also a very serious one, and that is the danger of fraud. If a forged transfer of a registered or recorded estate gets on the register, and some innocent purchaser buys the land included in such transfer, he can hold it against the real owner, who thus loses his estate without any culpability on his part. This renders the register or record of title unpleasantly insecure, and it is not wonderful, therefore, that few are disposed to put themselves into the position of registered or recorded owners, as, however people may desire to facilitate the transfer of real property, they would scarcely desire to facilitate the transfer of their own property to someone else without their knowledge.

HENRY T. DIX.

61, Upper Sackville-street, Dublin.

# JUSTICE'S CERTIFICATE.

[To the Editor of the Solicitors' Journal.]

Sir,—If any reader could throw any light upon the point raised in the enclosed correspondence, I should be greatly obliged.

Feb. 15.

A SUBSCRIBER.

[The following is the correspondence referred to:—

January 29, 1886.

Dear Sir,—

REG. v. —.

Will you oblige us with the copies of the depositions at your convenience? It seems to us to be quite within the words of the statute if the magistrate's certificate were to include a solicitor's fee of one guinea in each of these cases. These are expenses which the prosecutor has actually incurred in "otherwise carrying on the prosecution," and we would ask, on behalf of the prosecutor, that they should be included in the certificate.—Yours faithfully,

[Prosecutor's Solicitors.]

Esq.,  
[Magistrate's Clerk.]

January 30, 1886.

Dear Sir,—

REG. v. —.

Copy depositions shall be furnished you, as requested. As to an allowance to you as solicitors for the prosecution, I am not aware of any authority for same. The scale of allowance, as settled by the Secretary of State, makes no provision for allowance to professional gentlemen (except as witnesses). I cannot, therefore, see any way to offer a suggestion to the justices that the allowance you ask for should be included in the certificate of expenses.—Very truly yours,

[Magistrate's Clerk.]

To —.  
[Solicitors for prosecution.]

February 1, 1886.

Dear Sir,—

REG. v. —.

We do not find a case where the exact point of a solicitor's fee for conducting a prosecution has been allowed, but the principle upon which we think this fee might be included in the justice's certificate has been recognized as pointed out in Russell on Crimes, vol. 3, p. 590, 591, and the cases—*Leven's case* (2 Lew. 161), *Reg. v. Cludroy* (3 O. & K. 205), and *Reg. v. Woolley* (4 Cox. C. C. 452), therein referred to. The power of quarter sessions even to make regulations as to the rate of expenses is repealed by section 4 of 14 & 15 Vict. c. 55, but one of the principal Secretaries of State may "make regulations only as to the rates or scales of payment according to which certificates may be granted by the examining magistrate." The Treasury Minute of 29th January, 1875, which we have not the means of referring to, cannot, therefore, alter the Act of Parliament of 7 Geo. 4, c. 64, s. 22, under which we submit a solicitor's fee in "otherwise carrying on" the prosecution, may be included in the magistrate's certificate.—Yours faithfully,

[Solicitors for the prosecution.]

To —.  
[Magistrate's Clerk.]

On the 19th inst., in the House of Lords, the Lord Chancellor presented two Bills for amending and consolidating the laws relating to lunacy.

Mr. Mundella has given notice that on Monday, March 8, he will ask for leave to introduce a Bill for the better regulation of railway and canal traffic and for other purposes.

A San Francisco paper describes a jury as "a number of persons appointed by a court to assist the advocates in preventing the law from degenerating into justice."

On the 18th inst., in the House of Commons, Mr. A. O'Connor asked the Attorney-General whether he would consider the possibility of making arrangements for preventing the annual delay in taxation and other chamber business during every long vacation in both the Queen's Bench and Chancery Divisions. The Attorney-General said he had drawn the attention of the Lord Chancellor to the inconvenience referred to, and he hoped some steps would be taken to remedy it.

On the 19th inst., in the House of Commons, on the vote for county courts, Mr. Tomlinson asked for an explanation of the foot-note referring to the vote. The foot-note was as follows:—"The salaries of the officers of the courts vary with the business. The number of actions brought in the courts has exceeded anticipations. The extra receipts will from the same cause exceed the estimates by about £23,000." Mr. H. Fowler said that the county courts had been self-supporting institutions. The estimate which was taken at the commencement of the financial year contemplated that the county court business would produce very much the same as in the preceding year. During the last financial year, however, there had been a large increase in county court business, and the result had been that the fees would bring into the Exchequer something like £23,000. The extra expense of the salaries of the officers of the courts would only be about £6,000.

## CASES OF THE WEEK.

## COURT OF APPEAL.

*Re* LEWIS (Deceased), LEWIS v. LEWIS—C. A. No. 1, 20th February.  
PRACTICE—ORDER ON SUMMONS IN ADMINISTRATION ACTION—MOTION TO VARY ORDER MADE IN CHAMBERS—TIME FOR MOVING—R. S. O., 1883, ORD. 58, r. 15.

This was an appeal from a decision of Chitty, J., refusing to hear a motion to vary an order made in chambers, on the ground that it was out of time. An order was made in an administration action on the 17th of July, 1885, providing for payment of certain costs out of a fund in court, and for payment of certain creditors whose claims had been allowed. The notice of motion was served on the 2nd of September to vary the above order, and the question was raised as to whether this was an interlocutory or final order within ord. 58, r. 15; for, if interlocutory, the motion was out of time, as it ought to have been brought within twenty-one days: *Heatley v. Newton* (30 W. R. 72, L. R. 19 Ch. D. 326); *Dickson v. Harrison* (27 W. R. 880, L. R. 12 Ch. D. 298). Chitty, J., held that the order was an interlocutory one, and that the motion was out of time. The case is reported in 34 W. R. 40. On appeal, it was contended that the order of the 17th of July was in the nature of an order upon further consideration which was final: *Cummins v. Heron* (25 W. R. 325, L. R. 4 Ch. D. 787); or, if not, it settled the rights of all parties, and was final on that ground. The court (Lord Esher, M.R., Lindley and Lopes, L.J.J.) affirmed the decision, holding that the order was interlocutory, and not final.—COUNSEL, *Upjohn*; *Maclean*.—SOLICITORS, *Morgan, Son, & Upjohn*, for David Lloyd, Lampeter; *Roche & Son*, for T. Jones, Llandovery.

MOUFLEET v. WASHBURN.—C. A. No. 1, 20th February.

PRACTICE—APPEAL—PROHIBITION—SECURITY FOR COSTS.

The Queen's Bench Division (Sir James Hannen and Mathew, J.) having refused to grant a writ of prohibition to restrain the county court from proceeding with the trial of an action remitted, by consent, for trial under 19 & 20 Vict. c. 108, s. 26, the ground of the application for the prohibition being that there was a counter-claim for unliquidated damages (*MacKay v. Bannister*, 34 W. R. 121, L. R. 16 Q. B. D. 174), the defendant appealed. The plaintiff applied for security for the costs of the appeal under ord. 58, r. 15. The court (Lord Esher, M.R., Lindley and Lopes, L.J.J.) ordered the defendant to give security for £10, saying that it was not to be taken that the court would order security in prohibition cases, even where the other circumstances would be sufficient to induce the court to order security. But here the application for a prohibition seemed to be made for the purpose of delay, and so the court would order security to be given.—COUNSEL, *Hodges*; *Morton Daniel*. SOLICITORS, *E. D. T. Matthews*; *T. Sheaves Cox*.

THE UNITED TELEPHONE CO. v. BASSANO & SLATER—C. A. No. 2, 24th February.

APPEAL—APPLICATION TO DISMISS FOR WANT OF PROSECUTION—BANKRUPTCY OF DEFENDANT—SECURITY FOR COSTS.

This was an application by the plaintiffs to dismiss for want of prosecution an appeal presented by the defendants from the judgment of North, J., on August 12 last, restraining the defendants from infringing the plaintiffs' patent. North, J., also ordered the defendants to deliver up certain instruments which were in their possession. He, however, postponed stating his reasons for his judgment, and he had not yet stated them. On September 23 the defendants served notice of appeal. On December 4 a receiving order in bankruptcy was made against them on their own petition, and in consequence of this the appeal stood over. The plaintiffs on the 19th inst. gave notice of motion that the appeal might be dismissed for want of prosecution. The motion was opposed on behalf of the bankrupts and the official receiver, on the ground that, until North, J., had stated his reasons, they could not properly determine whether to prosecute the appeal. Corron, L.J., said that the application was of a somewhat novel character. If the official receiver was carrying on the business of the bankrupts he would be interested in the injunction. And, notwithstanding the bankruptcy, the bankrupts were also interested in it, because it prevented them from personally carrying on their business, and if they committed a breach of it they would be liable to be sent to prison. The court had ascertained from North, J., that he would state his reasons within a short time, and they thought that the proper order to make would be this—if the bankrupts did not, within a fortnight after North, J., had stated his reasons, give security to the amount of £100 for the costs of the appeal, or the official receiver did not within the same time make himself a party to the action, the appeal should, without any further order, be dismissed without costs. If, within the fortnight, the bankrupts should give the security, but the official receiver should not make himself a party, the appeal would proceed as that of the bankrupts alone. On the other hand, if, within the fortnight, the official receiver should make himself a party, but the bankrupts should not give the security, the appeal would proceed as that of the official receiver alone. Bowen and Fry, L.J.J., concurred.—COUNSEL, *Aston*, Q.C., and *Micklem*; *Olaude Plumptre*. SOLICITORS, *Waterhouse, Winterbottom, & Harrison*; *O. H. Robertson*.

THE APOLLINARIS CO. v. WILSON—C. A. No. 2, 24th February.

PRACTICE—SECURITY FOR COSTS—APPLICATION BY PERSON OUT OF JURISDICTION FOR LEAVE TO INTERVENE IN ACTION.

The question in this case was whether a person, resident out of the jurisdiction, who sought to intervene in an action, ought to be required to give security for the costs of his motion for leave to do so. On October 26, Bacon, V.C., granted an injunction restraining the defendants, until judgment in the action or further order, from parting with the possession of some goods marked with the plaintiffs' registered trade-mark. The defendants were steamship owners at Hull, and the goods had been received by their agents in Hamburg for the purpose of being carried *ad* Hull to New York. The defendants had no interest in the goods except as carriers, and they submitted to the injunction. On December 15, S., who claimed to be the owner of the goods, gave a notice of motion, asking that, notwithstanding the interlocutory injunction, he might be at liberty to re-ship the goods to Hamburg, he undertaking forthwith to do so, and not to sell or otherwise deal with them within the jurisdiction of the court, and that he might be added as a defendant to the action. On December 22, the plaintiffs took out a summons, asking that S., who resided in New York, might be ordered to give security for the costs of his motion. On January 15, S.'s motion was ordered to stand over for eight weeks for the purpose of cross-examining witnesses here and in America. On January 23, Bacon, V.C., ordered that S. should find security to the amount of £100 for the costs of his motion. The Court of Appeal (Corron, Bowen, and Fry, L.J.J.) affirmed the order. Corron, L.J., said that the appellant was coming forward as an actor in the proceedings, and he thought the Vice-Chancellor was quite right in requiring him to give security. It was a totally different question what should be done about costs after he had become a defendant. Bowen, and Fry, L.J.J., concurred.—COUNSEL, *Miller*, Q.C., and *W. N. Lawson*; *Marten*, Q.C., and *J. Cutler*. SOLICITORS, *J. W. Sykes*; *Janson, Cobb, & Pearson*.

ESDAILE v. PAYNE—C. A. No. 2, 19th February.

STATUTE OF LIMITATIONS—STATUTORY PAYMENT IN NATURE OF TITHE—LAPSE OF TIME—NON-CLAIM—PRESUMPTION OF LOST RELEASE.

This action was brought by a lay impropriator to enforce, in respect of houses occupied by the defendants within the City of London or its liberties, a payment in the nature of tithe imposed by the Act 37 Hen. 8, c. 12. The plaintiff's title was derived under a grant from the Crown in 1610. The Act, which was passed in 1545, fixed the tithes payable by occupiers of houses in the City of London and its liberties at 2s. 9d. in the pound of the annual rent. It did not appear that, since the passing of the Act, any claim to the tithe had been made in respect of the defendants' houses. Kay, J., in the first instance, held that the plaintiff's right was barred by the Tithe Prescription Act (2 & 3 Will. 4, s. 100), but this decision was reversed by the Court of Appeal. The case was then heard again by Kay, J., on the merits, when he allowed the plaintiff's claim. On behalf of the defendants it was contended that the plaintiff's right was barred by the Statute of Limitations (3 & 4 Will. 4, c. 27), and that, after the lapse of 340 years, the court would presume that the statutory tithe had been extinguished by a lost release or grant. The Court of Appeal (Corron, Bowen, and Fry, L.J.J.) affirmed the decision. Corron, L.J., said that, having regard to the Act of Henry VIII., it could not be said that the statutory tax or tithe was rent within the Statute of Limitations, or that it was charged on land. The other point was more difficult. It was admitted that the 2s. 9d. had never been received, and it was urged that, though no Statute of Limitations barred the claim, yet some grant or release must be presumed to have deprived the plaintiff of the right to claim the payment. Though it was not a tithe in kind, it was still a tithe. The Act of Henry VIII. directed the tithe to be paid, the amount being ascertained in a particular way. The Act called it tithe, though it was converted into a mere money payment. It was settled law that the non-payment of tithes did not defeat a claim for them, even by a lay impropriator. It was strange, perhaps, that a law which was established for the benefit of the Church should give the same advantage to a lay impropriator, but so it was. A release by the tithe-owner to the owners of the houses was suggested, but there was no suggestion that the Corporation of London, who were the owners of the houses, had dealt with them as tithe free, or with the 2s. 9d. as their property. It was impossible for the court to presume a release by the plaintiff, or those through whom he claimed. Bowen, L.J., said that the Statute of Limitations could not avail the defendants, because the statutory tax or tithe was not payable out of land, but was imposed on the successive owners of the land or houses. As to the presumption of a lost grant, the statutory payment was not levied on lands, but on houses, upon which, of common right, no tithe would fall. It was a perpetual payment in the nature of tithe charged on successive occupiers, and the analogy of tithe applied. The policy of the law had protected Church property, and no one could prescribe in respect of tithes against a spiritual person, or even against a lay impropriator; and though the tithe had been, by the Act of Henry VIII., altered to a money payment, the general principle with regard to tithes still applied. Fry, L.J., said that a release could only have been effectual by being made to the occupiers as a corporation, and, therefore, could only have been made by the Crown; and there was no evidence that before 1610 there were houses on the site in question, to the occupiers of which the Crown could have given a release. Then, if the court could presume a grant, it would only be a grant by the tithe-owners to the Corporation of the City, the owners of the houses—a release to the defendants' landlords. The favour given to the Church inured to the benefit of a lay impropriator of tithes; the Act



of Henry VIII. made the payment in question a tithe, and the mere non-reception of tithes was no bar to a claim for them.—COUNSEL, *Pearson, Q.C., Sir Arthur Watson, Q.C., and H. B. Burnell; Graham Hastings, Q.C., and F. W. Maclean. SOLICITORS, The City Solicitor; Winter & Co.*

**Re DUKE OF MARLBOROUGH'S SETTLEMENT TRUSTS—**  
C. A. No. 1, 4th, 6th, and 15th February.

SETTLED LAND ACT, 1882 (45 & 46 VICT. C. 38), ss. 21 (H.), 22, 37, 53—  
HEIRLOOMS—PROCEEDS OF SALE—CAPITAL MONEY—DISCHARGE OF INCUMBRANCES.

In this case the question raised was whether the proceeds of the sale of heirlooms, sold by the tenant for life under the direction of the court, under section 37 of the Settled Land Act, 1882, could be applied under section 21, sub-section 2, in the discharge of incumbrances affecting the inheritance of the settled lands. The lands were settled in the ordinary manner to the use of the present Duke of Marlborough for life, and, from and after his death, to the use of his first and every other son successively in tail male. By the settlement it was directed that the heirlooms should be enjoyed, so far as the rules of law and equity would permit, by the person who, by the settlement, should be in actual receipt of the rents of the settled lands, but so that they should not vest absolutely in any person made tenant in tail by purchase unless he should attain twenty-one years of age. The Duke of Marlborough took out a summons for liberty to apply a sum of £88,550, part of a larger sum arising from the sale of the heirlooms and paid to the trustees of the settlement, in discharge of incumbrances affecting the settled lands. The Marquis of Blandford, the infant son of the duke, and who was the first tenant in tail under the settlement, opposed the application, on the ground that, on attaining twenty-one, he would become absolutely entitled to the heirlooms, whereas, if the money were sunk in the land, he would only become tenant in tail of an improved estate, and that the proposed investment was not within the powers of the Act. Chitty, J., made the order asked for (35 W. R. 871, L. R. 30 Ch. D. 127). The Marquis of Blandford appealed. The court, after taking time to consider, affirmed the decision. Lord Esher, M.R., said that, under section 37, which authorized the sale of the heirlooms, the tenant for life could not effect a reckless sale, as the sale could only be made under an order of the court. That section drew a distinction between "paying, investing, and applying" the money called capital money, arising from the sale. Section 2, sub-section 9, gave a definition of capital money, and the court must see how capital money was dealt with under the Act. That led to section 21. But section 22 dealt with the capital money in the interval that must elapse before it was dealt with under section 21. That section (section 22) also drew the same distinction between the money being "invested" and "applied." The section said that capital money should be paid either to the trustees of the settlement or into court, at the option of the tenant for life, with a view to its being invested or applied, and while remaining uninvested or unapplied, was to be considered as land, and was to devolve in the same way as the land from which the money arose would have devolved. It did not follow that, when invested or applied, it was to devolve as the land. That was the effect of section 22. Then, looking back to section 21 to see how the capital money was to be invested or applied, it was to be, first, in certain securities allowed by the settlement or by law. There was nothing in that sub-section to say how the money so invested was to devolve. Therefore it was left to devolve in the way the law or the settlement allowed property of that nature to devolve. Then sub-section 2 said the capital money might be applied in discharge of incumbrances affecting the inheritance of the settled land. If that were done, the incumbrances would be gone. The heirlooms and the money arising from them would be gone, and the estate would be left to devolve according to the settlement. The money might be laid out, under sub-section 3, in improvements to the settled land in accordance with sections 25 and 26, under a scheme submitted to the trustees or to the court, so that the tenant for life could not lay out the money recklessly. But in any case the money arising from the sale would be gone, and, if absorbed in the land, it would devolve with the land. But it was said that section 53 applied, and prevented the tenant for life from laying out the money arising from the sale of heirlooms in the discharge of incumbrances, as he must act in the interests of all parties, and, by so laying out the money, he would prejudicially affect the remainderman, who, on attaining twenty-one, would, if the tenant for life were dead, become absolutely entitled to the heirlooms. But that section only required him to exercise an honest discretion; and, if he laid out the money as allowed by the Act, the court could not say his discretion had not been honestly exercised, even though it might alter the devolution of the property. One principal object of the Act was to allow heirlooms, which were a burden in the hands of the owner of an estate, to be sold for the benefit of the estate and to prevent the estate from perishing. The judgment of Chitty, J., was quite right. LINDLEY and LOPES, L.J.J., concurred.—COUNSEL, *Sir H. James, Q.C., Romer, Q.C., and F. A. Levin; Macnaghten, Q.C., and Phipson Beale; Ince, Q.C., and Willis Bund. SOLICITORS, Hunters, Gwatkin, & Haynes; Spencer Whitehead, for Milward & Co., Birmingham.*

**HIGH COURT OF JUSTICE.**

**DAWES v. CHARSLEY**—Pearson, J., 19th February.

VENDOR AND PURCHASER—CONDITIONS OF SALE—CONSTRUCTION—GENERAL INTENTION.

The question in this case was as to the construction of a condition of sale which (the sale being made on the 15th of December, 1885) provided

that the purchase was to be completed "on the 28th of December next." The property sold consisted of two reversionary interests in some sums of railway stock—the one reversion being expectant on the death of a lady aged 81, the other being expectant on the death of a lady aged 56. The vendor was the trustee in a bankruptcy, and the conditions of sale stated this fact. The conditions of sale provided that the purchaser should immediately after the sale pay to the auctioneer a deposit of ten per cent. on the amount of his purchase-money, and sign an agreement to complete the purchase according to the conditions; that he should pay the remainder of his purchase-money "on the 28th of December next," at which time the purchase should be completed; and if, from any cause whatever, other than wilful default on the part of the vendor, the purchase should not be completed on the 28th of December next, the purchaser should pay interest on the remainder of his purchase-money, at the rate of five per cent. per annum, from that day until the purchase should be actually completed. The vendor was to deliver to the purchaser an abstract of his title to the property, and the purchaser was to send to the vendor a written statement of his objections and requisitions within seven days from the delivery of the abstract. An answer to any objection or requisition was to be replied to in writing within four days from the delivery thereof. The deed of assignment was to be left by the purchaser at the office of the vendor's solicitors at least four days before the 28th of December next. The question was whether the purchase was to be completed on the 28th of December, 1885, or on the 28th of December, 1886. On behalf of the purchaser, it was urged that the various steps which had to be taken before the completion of the purchase could not with reasonable diligence be completed within the thirteen days from the 15th to the 28th of December, 1885, and that the purchaser would, without any fault or delay of his own, almost necessarily be compelled to pay interest on the balance of his purchase-money after the 28th of December, 1885. PEARSON, J., held that the condition must be construed as meaning the 28th of December, 1885. He said that the general purport and intention of the conditions must be looked at. According to the purchaser's construction, he would not have to pay any interest on the balance of his purchase-money for more than a year, though the property was improving in value. From the nature of the property and the position of the vendor, it must have been intended that the purchase should be completed as quickly as possible.—COUNSEL, *Maidlow; Cookson, Q.C., and G. Cave. SOLICITORS, Dawes & Son; F. Charsley.*

**Re LLOYD, EDWARDS v. LLOYD**—Pearson, J., 20th February.

SETTLED LAND ACT, 1882—SALE OF LAND—DISPOSITION OF PROCEEDS OF SALE—PERSONS INTERESTED OUT OF JURISDICTION.

The question in this case was how the proceeds of the sale, under the powers given by the Settled Land Act, of land, the proceeds of which had been settled by the will of a testator residing out of the jurisdiction in favour of persons domiciled and residing abroad, were to be dealt with. The testator resided in the United States of America. He made his will there and died there, and his will was proved there. He owned some land in Wales, and, by his will, he gave the proceeds of the sale of that land to his widow during her life or widowhood, and, on her death or second marriage, he gave the capital to his son on his attaining twenty-one, and, in case he should die under twenty-one, the capital was to go in equal shares to the children of the testator's brother. The will did not give the executors any power to sell the land. On the application of the widow and the infant son, Pearson, J., appointed trustees for the purposes of the Settled Land Act, and the land was sold under the powers conferred by that Act. The trustees then commenced an action by originating summons, against the widow and the infant son, to determine how they ought to deal with the proceeds of sale which were in their hands. The defendants asked that the money might be remitted to the executors in America, to be applied by them in accordance with the provisions of the will. PEARSON, J., declined to sanction this without the consent of the children of the testator's brother.—COUNSEL, *Shelbeare; Willis Bund. SOLICITORS, Phelps, Woodforde, & Co.*

**BYGRAVE v. THE METROPOLITAN BOARD OF WORKS**—

Pearson, J., 19th February.

PURCHASE OF LAND BY AGREEMENT BY PUBLIC BODY—POSSESSION—PAYMENT OF MONEY INTO COURT—LANDS CLAUSES CONSOLIDATION ACT, 1845, s. 85.

The Metropolitan Board of Works gave the plaintiff notice that they required to take under their statutory powers a house of which he was the occupier, and the plaintiff entered into an agreement to sell his interest, which he represented to be a lease for twenty-one years, to the board. Before investigating the plaintiff's title the board discovered that the lease was terminable by either landlord or tenant at the end of either seven or fourteen years. The board thereupon demanded an abatement from the price agreed upon. The plaintiff brought this action for the specific performance of the agreement at the agreed price. The defendants moved for an order to put them in possession of the house on their paying into court the agreed price, with interest thereon. PEARSON, J., made the order.—COUNSEL, *Cookson, Q.C., and Melhoid; Oswald. SOLICITORS, E. Ward; J. E. Coxwell.*

**Re CROSLAND, CRAIG v. MIDGLEY**—Kay, J., 13th February.

WILL—CONSTRUCTION—LEGACY—VESTING—"BECOME ENTITLED"—PAYMENT WITHIN SEVEN YEARS.

This case was argued by counsel in chambers. KAY, J., reserved his judgment, which he subsequently, on the 13th of February, delivered in

writing, and which was to the following effect:—By the will of Thomas Crosland, dated in 1861, he devised all his real estate to trustees upon trust to receive the rents, and accumulate them, until sufficient to pay his debts, and also to provide for the legacies next given—"that is to say, I give and bequeath unto my brother, John Crosland, the legacy or sum of £200. I give and bequeath unto my sister, Sarah Wood, the legacy or sum of £150. I give and bequeath unto my niece, Jane Roebuck, daughter of my said late sister, Ellen Roebuck, the sum of £19 19s. All which said three last-mentioned legacies I direct shall be paid by my trustees at the end of seven years next after my decease. And I hereby direct that, in case of the death of my said brother, John Crosland, or my said sister, Sarah Wood, respectively, before they become entitled to the said legacies above mentioned, leaving lawful issue him or her surviving, the legacy of him or her so dying shall go and be equally divided between and amongst his or her issue at the end of seven years next after my decease, in case such issue shall then have attained the age of twenty-one years, but, if they shall not then have attained the age of twenty-one years, then when and as they shall respectively attain that age." The testator died on the 13th of September, 1861. John Crosland died on the 6th of February, 1864, within seven years after the testator's death. He left two children and a grandchild, and a question had arisen between them and his executors whether, in the events that had happened, the gift over of his legacy had taken effect. KAY, J., said that the legacy vested at the testator's death, and John Crosland undoubtedly then "became entitled." The words "in case of his death before he became entitled" *prima facie* meant death in the testator's lifetime. There was no context to alter that meaning. It had been argued in this case that the meaning was "become entitled in possession," but that argument required the addition of the words "in possession," which were not in the will. He would not depart from the literal meaning, which also had the advantage of making these small legacies indefeasible at the testator's death. The words to him seemed unambiguous, and, had they been ambiguous, the court upon authority would have leaned to a construction which would render the interest indefeasible as early as might be. He held John Crosland to have become indefeasibly entitled to his legacy on the testator's death.—COUNSEL, *Harris Lea*; *Wurtzburg*. SOLICITORS, *Whites & Co.*

**Re BRITON MEDICAL AND GENERAL LIFE ASSOCIATION (LIMITED)—KAY, J., 18th February.**

COMPANY—WINDING UP—JURISDICTION OF COURT TO RESTRAIN CRIMINAL PROCEEDINGS PENDING A WINDING-UP PETITION—COMPANIES ACT, 1862, s. 85.

The question arose in this case whether the court had jurisdiction, under section 85 of the Companies Act, 1862, to restrain criminal or quasi-criminal proceedings pending a winding-up petition. A petition to wind up the above association had been presented, but the hearing thereof had been adjourned, in order that the possibility of carrying a reconstruction scheme might be considered. Early in the present month, four summonses were taken out against the association by one Boaler to recover penalties imposed by the Companies Act, 1862, and the Life Assurance Companies Act, 1870. The summonses came on for hearing before the magistrate at Bow-street, but were adjourned for a month. A motion was now made by the association to restrain Boaler, until the hearing of the petition or further order, from taking any further proceedings upon these summonses. KAY, J., after referring to the cases of *The Mayor of York v. Pilkington* (2 Atk. 302), *Ker v. Corporation of Preston* (25 W. R. 264, L. R. 6 Ch. D. 463), and *Saull v. Browne* (23 W. R. 50, L. R. 10 Ch. 64), said the question was, what was the meaning of section 85 of the Companies Act, 1862, as to restraining "further proceedings in any action, suit, or proceeding against the company." Looking at section 65, his lordship observed that it was the first of a group of sections headed "Legal Proceedings." It prescribed the mode in which offences under the Act made punishable by any penalty were to be prosecuted. Then section 66 provided that the penalty might be applied "in or towards payment of the costs of the proceedings." There the word "proceedings" was used, and his lordship had no doubt that, in the subsequent section 85, that which the Act had called "proceedings" is intended to be confirmed. If this were not so, the association might be very much harassed by many proceedings of this kind, pending a petition for winding up, taken by a common informer before a magistrate, to recover penalties, and the court would be powerless to interfere. He was not at all inclined to construe the Act in a narrow way. His lordship was, therefore, of opinion that the Act gave the court power to restrain such proceedings, and there must, therefore, be an injunction in the terms of the notice of motion. There would be no order as to costs.—COUNSEL, *Graham Hastings, Q.C.*, and *H. B. Buckley*; *J. Watson Moses*. SOLICITORS, *Levin, Gregory, & Anderson*; *W. W. Brown*.

**BANKRUPTCY CASES.**

**Re GENESE, Ex parte KEARSLEY—Q. B. Div., 17th February.**

BANKRUPTCY—PRACTICE—REFUSAL BY TRUSTEE TO MAKE MOTION—MOTION BY CREDITOR—PRELIMINARY MOTION—EVIDENCE—LEAVE TO EXAMINE WITNESSES VIVA VOCE—WHEN TO BE ASKED FOR.

In this case two important points of practice were decided. Certain creditors of the debtor, whose debts amounted to a considerable sum, had given notice of motion against the trustees of the debtor's marriage settlement for a declaration that the settlement was void against the

creditors generally. A preliminary objection was taken by the trustee that this motion could not be made by individual creditors, but must be made by the trustee in bankruptcy, or in his name, by leave of the court first properly obtained. The trustee in bankruptcy appeared, and asked for directions from the court under section 89, sub-section 3, of the Bankruptcy Act, 1883. Cases were cited tending to show that the motion might be made by a creditor. CAVE, J., held that the objection was valid. The proper course was to ask the trustee in bankruptcy to make the motion, and if he refused the creditor or creditors should come to the court and ask leave to make it in his name, and he would be a proper party to that application. In a fit case the court would grant the application either to move in the name of the trustee on giving him a proper indemnity, or possibly to move in the name of the creditor; but it was improper to incur all the expense of hearing without a preliminary motion for leave to make the motion. The motion must stand over for the proper application for leave to be made. The learned judge added that this motion was also wrong, inasmuch as it said that leave would be asked at the hearing to give *viva voce* evidence. If that leave was refused, the whole motion would collapse; the proper course was to launch the motion on affidavits, and if, for any reason, the case is one in which it may be proper to give *viva voce* evidence, application for leave must be made in the first instance.—COUNSEL, *Cooper Willis, Q.C.*, and *Muir Mackenzie*; *H. Reed*; *Kisch*. SOLICITORS, *R. Raphael*; *F. Kent*; *A. E. Rosenthal*.

**Re FORBES WINSLOW, Ex parte — (TRUSTEE)—Q. B. Div., 19th February.**

BANKRUPTCY RULES, 1883, r. 259—"BOOKS OF ACCOUNT"—CORRESPONDENCE—CHEQUE COUNTERFOILS—LIEN.

In this case an important point was decided as to the meaning of the words "books of account" in rule 259 of the Bankruptcy Rules, 1883. The trustee applied to the court for delivery up by Fryzer, the bankrupt's former landlord, of certain documents consisting of correspondence, cheque-book counterfoils, accounts relating to claims by Dr. Winslow, contained in boxes seized by Fryzer and detained by him for rent due, under an agreement with the bankrupt to give him a lien on them. It was contended by the trustee that as against him, under rule 259, no person "is entitled to withhold possession of the books of accounts belonging to the debtor or to set up any lien thereon," these documents must be delivered up, and were necessary for the proper realization of the estate by the trustee. The landlord claimed a lien also under a special agreement with the bankrupt. CAVE, J., held that he had no power to order delivery up of the documents in question. The rule was specific, it said "books of account," and the documents could not be said to be "books of account." The motion must be dismissed.—COUNSEL, *E. Hume Williams*; *J. D. Fitzgerald*. SOLICITORS, *C. J. Cole*; *Valpy, Chaplin, & Peckham*.

**Re SMITH, Ex parte FOX (TRUSTEE)—Q. B. Div., 19th February.**

BANKRUPTCY ACT, 1883, s. 40, SUB-SECTION (1) (c).—PRIORITY OF DEBTS—WAGES—"FOUR MONTHS BEFORE THE DATE OF THE RECEIVING ORDER"—INTERIM RECEIVER.

In this case an important question as to priority of debts was raised. Section 40 of the Bankruptcy Act, 1883, sub-section (1), provides that "in the distribution of the property of a bankrupt there shall be paid in priority to all other debts—(c.) all wages of any labourers or workmen not exceeding £50, whether payable for time or piece work, in respect of services rendered to the bankrupt during four months before the date of the receiving order." Two questions were raised, whether receiving order meant *interim* receiving order, and whether the four months might be any four months before the receiving order, or must be the four months immediately preceding it. The bankruptcy petition was filed on March 6, and on March 13 the official receiver was appointed "*interim* receiver," as the debtor was in Australia and the works were closed, and on August 21 the debtor was adjudicated bankrupt. The official receiver was appointed receiver of the estate. On October 20, Fox was appointed trustee. This was a motion by him against the official receiver for payment to him of amounts paid by the official receiver for wages accrued due during the four months preceding March 13 and paid by him after August 21, the date of his appointment as receiver. CAVE, J., held that the four months must immediately precede the receiving order, but that the words "receiving order" in this section must be taken to refer to the date of the appointment of the *interim* receiver. The application was, therefore, refused.—COUNSEL, *Waddernburn*; *Muir Mackenzie*. SOLICITORS, *J. Hill*; *W. W. Aldridge*.

**CASES AFFECTING SOLICITORS.**

**WOOLEY v. COLMAN—C. A. No. 2, 24th February.**

COSTS—TAXATION—DEFENDANT IN TWO CAPACITIES—APPEARANCE BY TWO DIFFERENT SOLICITORS.

The question in this case was whether a defendant to an action, who was interested in the subject-matter of the litigation in two distinct characters, and who had appeared by different solicitors in those two characters respectively, could be allowed, as against the plaintiff, to carry in two separate bills of costs for taxation. The action was for the redemption of mortgages. One of the defendants was a mortgagee in his own right, and was also the trustee in the liquidation of another mortgagee. On the 17th of May, 1882, this defendant applied for, and obtained, an order that, so far as he was sued as the trustee in the liquidation, he



should be at liberty to be represented by S., a solicitor—not the same solicitor by whom he was represented in his own character as a mortgagee; and it was ordered that the costs of the application should be costs in the action. After this order was made, the defendant appeared in his character of trustee in the liquidation by S. on various occasions, when he also appeared in his other character by his other solicitor. On the 12th of February, 1885, on the plaintiff's application, an order was made dismissing the action, and foreclosing the plaintiff, and it was ordered that the plaintiff should pay to the defendants their taxed costs of the action. Under this order, the defendant who had obtained the order of the 17th of May, carried in for taxation a bill of costs of the solicitor who had represented him in his own character of mortgagee; and he also claimed to carry in for taxation another bill of costs of the solicitor who had represented him in his character of trustee. The taxing master held that the defendant could have only one set of costs, and refused to tax the second bill. The defendant moved for a direction to the taxing master to tax the second bill, and Pearson, J. (*ante*, p. 182), refused the motion. He said that the order of May, 1882, gave the defendant no other right than this, that in all matters relating to his interest as trustee he might be represented by S. It said nothing about costs, except that it gave him his costs of the application for the order as costs in the action. There was no direction that he should have two sets of costs. The order was obtained only in his own interest—it was of no benefit to anyone else. It would be contrary to the practice of the court, and would be most vexatious, if a defendant who filled different characters could be represented by different solicitors, and be allowed different sets of costs for the different solicitors. The Court of Appeal (COTTON, BOWEN, and FRY, L.J.J.) reversed the decision, and held that the defendant was entitled to have the second bill taxed, and to be allowed, in addition to his costs as mortgagee, his costs properly incurred as trustee under the order of the 17th of May. COTTON, L.J., said that, as a general rule, a defendant, however many characters he filled, could only enter one appearance to an action. To entitle him to appear separately in different characters he must obtain a special order. In the present case the defendant obtained the order of the 17th of May, which took him out of the ordinary position. That order had not been appealed from, and it must be taken to have been properly made. The plaintiff elected to dismiss his own action, with costs, the effect of which was that, in the absence of any special order, he would have to pay the costs of all the defendants. He obtained no such special order. The defendant incurred some costs under the order of the 17th of May, and Pearson, J., thought that he was not entitled to the costs of being separately represented under that order. The Lord Justice could not agree with this view. As an ordinary rule, no one could carry in for taxation more than one set of costs. But here the order gave the defendant liberty to be represented, so far as he was sued as trustee, by S. In his lordship's opinion, this order carried with it this consequence, that, when the action was dismissed, with costs, without any adjudication by the court upon the rights of the parties, the defendant was entitled to all the costs properly incurred by him under that order. Their lordships did not intend in any way to interfere with any discretion which the court had as to costs, when it had the opportunity of exercising its discretion with reference to the merits of the case. In this case the court had not been asked to exercise any such discretion. But the appellant's second bill must be expressly limited to such costs as he had properly incurred under the order of the 17th of May. BOWEN, L.J., was of the same opinion. He said that the decision did not in any way fetter the discretion of the court as to costs. The court had simply to put together the two orders of the 17th of May and the 12th of February. By dismissing his action, with costs, without obtaining any adjudication on the merits, the plaintiff undertook to pay the costs of all the other parties, and as there was an order entitling the defendant to be separately represented in his character of trustee, and there was no provision in it to the contrary, the costs properly incurred by the defendant under the order of the 17th of May were included in the costs which the plaintiff was bound to pay as a condition of the dismissal of his action. If the order of the 17th of May had not been intended to give the defendant any advantage, it would have so stated. FRY, L.J., was of the same opinion. The question was simply as to the construction of the order of the 12th of February, bearing in mind the order of the 17th of May.—COUNSEL, *Cotens-Hardy*, Q.C., and *E. Ford*; *Cookson*, Q.C., and *Tanner*. SOLICITORS, *J. W. Sykes*; *H. W. Chatterton*.

#### POOLEY v. WHETHAM—Pearson, J., 23rd February.

SOLICITOR AND CLIENT—MORTGAGE BY CLIENT TO SOLICITOR—UNUSUAL PROVISIONS—IMMEDIATE POWER OF SALE ON DEFAULT.

The question in this case was as to the validity of a sale by a solicitor of property mortgaged to him by a client, the sale being made under a power to sell immediately in default of payment of the mortgage money on the day appointed for payment. The mortgage was made by an agreement in writing drawn by K., the solicitor; P., the client, having no independent advice. The agreement was dated the 31st of May, 1879. It contained an admission by P. that he was indebted to K. in the sum of £450 upon an account that day settled between them. And, in consequence of K. forbearing to enforce immediate payment of the £450, P. agreed to pay the £450, and £16 17s. 10d. for agreed interest, to K. on the 11th of July, 1879. And P. thereby charged his interest in the Jersey Railway as a security in favour of K. for payment of the £466 17s. 10d., and agreed that he would, whenever thereunto required, execute to K. a formal mortgage of the property. The security was to be considered as collateral to a promissory note for £466 17s. 10d., dated the 11th of April, 1879, made by P. in favour of K., payable three months after date. Any

such mortgage was to contain such power of sale as K., or his counsel, or any expert in the law of Jersey should think reasonable or proper, having regard to the nature of the property charged, and the decision of such counsel or expert should be final and conclusive. In default of the £466 17s. 10d., which would become due on the 11th of July, 1879, being paid on that day, or within fourteen days afterwards, K.'s power of sale, as such mortgagee as aforesaid, should be exercisable immediately thereafter and without notice. In the meantime, K. was to be considered entitled in equity, as from the date of the agreement, to the same powers, rights, and remedies in respect of the £466 17s. 10d. as if the mortgage thereby agreed to be executed to him had been duly executed immediately after the execution of the agreement. Before the signature of this agreement, K. had been pressing P. for the immediate payment of £450 which was due to him. The £466 17s. 10d. was not paid within fourteen days after the 11th of July, and K., after writing several letters to P. demanding payment, on the 2nd of August, 1879, gave him notice that he intended to exercise his power of sale under the agreement. On the 8th of August K. gave P. notice that he had ceased to act as his solicitor. On the 18th of October K. sold the property for £700. On the 22nd of October, 1879, P. was adjudicated a bankrupt. The trustee in the bankruptcy brought this action to set aside the sale, which he alleged to have been made at a gross undervalue. And it was contended that, on the principle of *Cockburn v. Edwards* (L. R. 18 Ch. D. 449, 25 SOLICITORS' JOURNAL, 756), inasmuch as the mortgage contained an unusual provision enabling the mortgagee to sell immediately, without any notice to the mortgagor, on default in payment of the mortgage debt on the day appointed, instead of providing that at least three months' notice (as provided by the Conveyancing Act) should be given to him of the mortgagee's intention to exercise the power of sale, it was the duty of the solicitor fully to explain this provision to the mortgagor; that the *onus* was on him to show that he had done so; that he had not discharged that *onus*, and that three months' notice not having been in fact given, the sale could not be maintained, it having been made at an undervalue. K., by his defence, asserted that the provisions of the agreement were fully explained to P. PEARSON, J., dismissed the action without calling on the defendants. He said that he did not appreciate less than other judges the value of the safeguards which the court threw over a client who was dealing with his solicitor, nor did he say that a solicitor was not bound to be more careful in dealing with his client than with any other person. But, whether a man was a solicitor or not, justice must be done to him. In his lordship's opinion this agreement did not stand in the same position as an ordinary mortgage given to secure a loan of money which was to last for an indefinite time. There was no rule better settled than that a document must be construed according to the intention of the parties and the circumstances under which it was executed. P. owed K. £450, and K. was pressing him for payment. The agreement stated that an account had been settled between them, and, therefore, there was no reason why K. should not at once issue a writ against P. and obtain judgment under order 14. P. was in immediate peril of having payment enforced *brevis manu*. He asked K. for time, and K. agreed to give him three months from the 11th of April, and no more. It was impossible to read the agreement without seeing that it was the intention of the parties that, if the money was not paid at the end of the three months, the power of sale might be exercised. The agreement was simply intended to give P. protection for three months, that he might have an opportunity of paying off the debt. The fourteen days from the 11th of July expired on the 25th of July, and on the 2nd of August K. gave notice to P. of his intention to sell, and the sale was not till the 18th of October. There was no evidence that at the time P. made a single remonstrance to K. As to the alleged undervalue, the plaintiff was bound to shew such an undervalue as to amount to an *indicium* of fraud. This he had not done; indeed, his lordship was not satisfied that there was any undervalue. The action must be dismissed, with costs.—COUNSEL, *Cookson*, Q.C., and *Sidney Woolf*; *Higgins*, Q.C., and *Northmore Lawrence*; *Davey*, S.G., *Cotens-Hardy*, Q.C., and *Grosvenor Woods*; *Waddy*, Q.C., and *Dauney*; *Giffard*, Q.C., and *Swinfen Eady*. SOLICITORS, *Harper & Batcock*; *Newman, Strutton, & Hilliard*; *Snell, Son, & Greenip*; *Kaye & Guedalla*; *Rundle & Hobrow*.

#### ELECTION CASES.

##### HIGH COURT OF JUSTICE—QUEEN'S BENCH DIVISION.

(Before DENMAN and A. L. SMITH, JJ.)

Feb. 18.—*In the Matter of the Election for Devonport.*

In this case, after hearing the evidence of the managing clerk of the solicitor to the Public Prosecutor, who had been sent to Devonport to investigate the charges in the petition, the court gave leave for the petition to be withdrawn. Counsel for the sitting members urged that they were entitled to costs on the higher scale.

DENMAN, J., said that costs ought to be allowed on the higher scale as between solicitor and client. Under the present law the court was to have regard to the nature and to the importance of the case; and these were cases which not only were of importance to the parties, but also concerned the public. The charges also were of a serious character. The business likewise was such as required a great deal of inconvenient attention on the part of the solicitors who were engaged, and who were ordinarily occupied with business of another kind; it was a new kind of business *dehors* the ordinary practice of the profession, and it ought to be liberally remunerated.

A. L. SMITH, J., concurred.

Counsel for the Public Prosecutor asked for costs.

DENMAN, J., said the court had no power to make an order for the costs of the Public Prosecutor.

(Before DENMAN and FIELD, JJ.)

Feb. 22, 23.—*Stepney Election Petition.*

In this case the following points were decided with regard to the marking of ballot papers:—In some cases the votes had been rejected because they were on the wrong side of a line drawn on the paper. FIELD, J., observed that in the schedule to the Act there was no line. In *Woodward v. Barsons* (L. R. 10 C. P. 724) the court held that it did not matter whether the cross was on the right or wrong side of the name of the candidate; it being "clearly indicated, in either way, which candidate the voter meant to vote for." The votes were good.

In another case the voter had marked the paper at the top, above all the names. The COURT ordered the vote to be struck off.

In another case the centre of the cross was just above the line separating the two names. The COURT held that the vote was to be taken as given to the upper of the two names.

In another case the mark was a small circle. The COURT held that a circle could not have been intended for a cross or part of a cross, and the vote was struck off.

In another case a cross seemed to have been intended, but was imperfectly made. The COURT held the vote good.

On the 23rd inst. DENMAN, J., said the court had considered the enactments of the Act of 1883 as to the Public Prosecutor; and they were of opinion that the counsel who appeared for him had no right as of course to cross-examine the witnesses—thus protracting the inquiry and increasing the expense. It could only be done with the leave of the court, and that leave ought not to be asked for except upon some definite case.

## THE BANKRUPTCY ACT.

A DEPUTATION from the trade protection societies waited upon the President of the Board of Trade on the 18th inst. for the purpose of bringing under his notice the necessity for providing by legislation for the registration of private arrangements between debtors and creditors outside of the Bankruptcy Act.

Mr. BRINTON, M.P., introduced the deputation, and said that while the Bankruptcy Act had proved in the highest degree valuable to the trading community, a large number of insolvent estates were now wound up outside the provisions of the Act under private deeds of arrangement, and it would be desirable that such deeds should be registered in order to prevent debtors who had entered into them obtaining credit from traders who had no notice of the debtors' insolvency. He stated that a Bill had been prepared by the trade protection societies, but that they desired that it should be taken up by the Government, or that the latter should deal with the question independently on the lines which they proposed.

Mr. MUNDELLA asked whether the deputation were in favour of the proposal which had been made in some quarters, not only to register such arrangements outside the Act, but to give a certain majority of creditors power to overrule the minority by making a deed binding upon them, whether they assented to it or not.

Mr. ALDERMAN BENNETT stated that they were opposed to anything of that sort.

Mr. MUNDELLA asked whether they were of opinion that it would be desirable to register the contents of the deed of arrangement, or whether it would be sufficient to register the name of the debtor and the fact of an arrangement having been entered into.

Mr. MELLOR replied that they thought that the deed itself should be registered. They were in favour of entire publicity. At the same time, the Bill provided that only limited extracts could be published.

Mr. MUNDELLA said that, even if it should be found necessary to limit the registration of arrangements to the name of the debtor and the date of the deed, he believed that it would have a most beneficial effect, because it would serve as notice in the same way as the registration of bills of sale served at present, and, just as at present no man would give credit to a trader who had executed a bill of sale over his property without a full explanation of the circumstances, so he believed that the registration of the fact that a deed of arrangement had been entered into would induce creditors to inquire before giving further credit. After some further remarks, Mr. Mundella said, with regard to the Bill which the deputation had submitted, he could not pledge the Board of Trade to adopt that measure, or, indeed, to adopt any particular measure without further consideration; but he would say generally that the Board of Trade were considering the matter with the view of suggesting some slight amendments in the Act which would, they believed, if adopted, greatly increase its efficiency, and that this matter would be kept in mind and dealt with at the same time.

The deputation then referred to the working of section 122, relating to administration orders granted against small debtors. They complained that, as at present worked in the county courts, this system provided an effective means for a debtor's avoiding his liabilities, and suggested certain alterations in the Act with a view of improving the administration in this respect.

Mr. MUNDELLA stated that the county courts were under the jurisdiction of the Lord Chancellor, and that, if they would forward to him a specific statement of their views in writing, he would take care that it should be forwarded to his lordship, from whom it would, no doubt, receive due consideration.

## SOCIETIES.

### SHEFFIELD DISTRICT INCORPORATED LAW SOCIETY.

The following are extracts from the report of the committee of this society:—

*Members.*—The number of members is 132.

*Yorkshire Registries Act, 1884.*—At the last annual meeting the following resolution was passed, and copies of it were forwarded to all the law societies in the county:—"That some of the violent changes which have been made in the law and practice of conveyancing by the Yorkshire Registries Act, 1884, are very objectionable, and that efforts should be made to obtain such amendments of its provisions as may be found necessary or desirable without delay, and that a copy of this resolution be forwarded to every law society in the county, and their co-operation invited, with a view of united action being taken in the matter." The objections of the committee to the Act are so fully set out in the last report (29 SOLICITORS' JOURNAL, 307) that they are not here repeated. They chiefly referred to the fact that, by the Act of 1884, registration of any instrument was to be actual notice of it to all persons and for all purposes. It was, from the first, felt that this Act would not long continue in operation without a strenuous effort being made to get some of its most objectionable provisions amended. Your committee, therefore, early in 1885, received with pleasure the print of a Bill having this object. A deputation from your society attended a meeting of the Yorkshire Law Societies, held in Leeds, on the 18th of May, 1885, to consider the Bill, when its general principle was approved, as were also the clauses, except that, on the broad principle of justice, it was thought that the repeal of section 15 of the Act of 1884 should not be retrospective, as was contemplated by the Bill. Your committee thereupon passed the following resolution, differing slightly from the above:—"That Mr. W. B. Esam and the secretary be the delegates from this society to the committee at Leeds, appointed to consider whether any further amendments of the Bill were desirable, and that it be an instruction to them that in the opinion of this committee the repeal of section 15 in the Act of 1884 should be retrospective, with a saving clause in case action has been commenced." Several meetings of the Yorkshire law societies were held in Leeds to consider the Bill, and, eventually, on the 16th of July, 1885, the Yorkshire Registries Amendment Act, 1885, became law. Section 3 provides, amongst other things, that a *caveat* duly registered in accordance with its provisions shall, unless removed or cancelled, remain in force for such time as may be specified therein, in lieu of the provision of the Act of 1884, which limited the existence of a *caveat* to a period not exceeding six months. This section also repeals the 10th section of the Act of 1884, as from the passing of the Amendment Act, with a reservation in favour of *caveats* given before its commencement. The proviso at the end of section 10 of the principal Act, which impaired the efficiency of *caveats* in the event of bankruptcy, has not been re-enacted. Section 15 of the principal Act, which provided that the registration of any instrument under that Act should be deemed to be actual notice of such instrument, and of the fact of such registration to all persons and for all purposes as from the date of registration, is repealed. The attention of the committee was also in the year directed to the fees payable under the Yorkshire Registries Act, 1884, which were alike unsatisfactory to the profession and to the registry, and the West Riding justices, as the county authority for the said Riding with the consent of the Lord Chancellor, made and published "The West Riding of Yorkshire Registry Rules, 1885 (Fees)," giving a new schedule of fees payable in lieu of those specified in the Act of 1884. These rules came into operation on the 1st of September, 1885, and for the convenience of members, a copy of them is given in the appendix.

[The following is the copy referred to:—

	s. d.
Registration or enrolment of any document (including indorsement of any certificate required by section 9 of the Act) except a <i>caveat</i> .. .. .	5 0
Registration or enrolment of any <i>caveat</i> .. .. .	2 0

### COPY OR EXTRACT.

Where copy or extract does not exceed two folios (72 words) ..	1 0
For each additional folio .. .. .	0 4
If certified, an additional fee per folio of .. .. .	0 2

### MAP OR PLAN.

Copy, from 2s. to 22 2s., according to labour involved.	
If certified, an additional fee of .. .. .	2 0

### SEARCH, ORDINARY.

In any one name, for any period not exceeding ten years ..	1 0
For every additional period of five years .. .. .	0 6
Search, official (including certificate of result). In any one name, for any period not exceeding ten years .. .. .	7 6
For every additional period of five years .. .. .	2 6

The committee have also passed the following resolution:—

"That if new or amended rules, under the Yorkshire Registries Act, 1884, are at any future time submitted to this society for consideration, endeavours should be made to improve the form of certificate of registration indorsed on documents by making it state the township or townships mentioned in the memorial."

*Trustees' Relief (Investment) Bill.*—Every trustee and solicitor is much indebted to Mr. Ince and Mr. Whitley for their endeavours, by means of this Bill (which they introduced to Parliament during last session), to



obtain an alteration in the present very unsatisfactory state of the law as to the liability of trustees. The Bill dealt with (1) trustees' investments and the proportion of the value of real property to be advanced; (2) trustees' power to advance on leaseholds without investigating the landlord's title; (3) trustees' power to sell under general conditions of sale; (4) trustees giving authority to solicitors to receive money. It is to be regretted that the Bill, containing, as it does, very reasonable and proper provisions for the relief of trustees, has not yet become law, it having been "talked out" of the House at the last moment, and members will, no doubt, concur in the hope that it may shortly be placed upon the statute books. It is understood that Mr. Ince, Q.C., M.P., and Mr. Whitley, M.P., with the assistance of Mr. Theodore Dodd, a former subscriber to the Library, are drafting a Bill on the subject. At the last annual meeting the following resolution was passed:—"That this society cordially approves the proposed enactment for relieving trustees from liability in consequence of their lending money on the security of land of any tenure, wholly or partially covered with buildings, to any amount not exceeding two-thirds of the value at the time of the advance, and that the Bill intended to be brought in by Mr. Ince, Q.C., to that effect, is entitled to support." Copies of this resolution were forwarded to the members of Parliament for Sheffield and the West Riding of Yorkshire, to the local newspapers, and to Mr. J. Theodore Dodd (for Mr. Ince); and your committee has throughout given much attention and consideration to the Bill, and communications have from time to time been made by the secretary to members of Parliament, and others, with a view to facilitate its progress through the necessary stages in Parliament. The committee subsequently remark that at their request Mr. Bernard Wake prepared and read to the Liverpool meeting of the Incorporated Law Society, U.K., a very thoughtful and careful paper, entitled "The Difficulties and Dangers encountered by Trustees when acting as (a.) Vendors, (b.) Purchasers, and (c.) Mortgagees, &c.," and, although the committee cannot admit that all Mr. Wake's propositions, as there laid down, are justified by the present state of the law, yet they approve of such alterations or amendments being made in the law as would carry out and make legal his conclusions or suggestions. They have passed the following resolution:—"That Mr. Wake's conclusions are in accordance with the practice which prevails, not only in this district, but also, it is believed, throughout the country generally, and, as such practice is absolutely essential to the efficient carrying on of business, particularly that of trusts, this committee pledges itself to use its best exertions to promote the Bill brought in by Mr. Ince and Mr. Whitley, and any other necessary legislation for effecting the desired object. That a copy of Mr. Wake's paper, and this resolution, be forwarded to the Incorporated Law Society, and to every provincial law society."

**Leasehold (Facilities of Purchase of Fee Simple) Bill.**—This Bill which, during the recent session, was introduced into the House of Commons by Mr. Broadhurst, M.P., had for its object the enabling any person holding a lease of a house (the term "house" including buildings and grounds not exceeding three acres) having more than twenty years unexpired to call upon the lessor, by public advertisement, to prove his title in the county court, and, if the title was approved, to purchase the reversion at its market value, as assessed by a jury of five persons in the county court. It was felt by the committee that such a Bill, without greater safeguards than it contained, might be the means of inflicting very serious injury upon lessors, and a petition was therefore drawn up and sealed by the committee, and presented to the House by Mr. Wortley, M.P., on behalf of the society, praying that the Bill should not be allowed to pass into law. The Bill was rejected by the House.

**Bankruptcy Costs.**—On the question of the remuneration of a debtor's solicitor under the Bankruptcy Act, 1883, the annual meeting passed the following resolution, a copy of which was forwarded to the Lord Chancellor and the President of the Board of Trade:—"That, in bankruptcy, a debtor's solicitor should be allowed out of the estate, for his services, a sum calculated according to an *ad valorem* scale on the amount distributed in dividends amongst the creditors, in lieu of the present very unsatisfactory remuneration for filing the debtor's petition, and that such system of remuneration be recommended to the Lord Chancellor and to the Board of Trade for adoption, rather than an allowance of a scheme based on the principle of charging by items." The Associated Provincial Law Societies, at their annual meeting, on February 27, 1885, disapproved of the above resolution, which was brought forward by the Sheffield delegates, and suggested a detailed set of costs, which, however, has not received legal sanction.

#### NOTTINGHAM INCORPORATED LAW SOCIETY.

At the annual general meeting of the members of this society, held at the Grand Jury Room, Town Hall, Nottingham, on Friday, the 29th ult., the president (Mr. S. G. Johnson) in the chair, it was resolved:—"That the annual report of the council be taken as read"; "That such report be received and adopted"; "That the thanks of this society be given to the president, vice-president, treasurer, secretary, and council for their services during the past year."

The following gentlemen were elected to the undermentioned offices for the ensuing year:—Mr. John Martin was elected president, and Mr. Jesse Hinde vice-president, and the other officers and committee were elected.

The following are extracts from the report of the council:—**Members.**—The present number of members is 112; the number last year being 109.

**Borough Police Courts.**—At the last annual meeting the following resolution having been passed, "That the council be instructed to communi-

cate with the Nottingham borough magistrates, requesting them to discontinue their present practice of ascertaining the previous convictions against a defendant before deciding on the merits of the particular charge against them," the council inquired into the facts, and ascertained that such a practice only prevailed in one of the courts, and the council regrets it has not been able to obtain a distinct assurance that such practice shall be discontinued.

**County Court.**—The last annual meeting having recommended that solicitors practising in the county court of Nottingham should appear robed, the council communicated such recommendation to every member, and it is glad to state that it is now the practice for nearly all local solicitors to appear in robes. The council would suggest that a similar practice should prevail in the other courts of the circuit.

**Parliamentary Bills.**—Several of the Bills laid before the House of Commons during the last session were considered by the Parliamentary Bills Committee, and it specially reported to the council upon the following:—(1) The Criminal Evidence Bill, 1885; (2) The Corporate Property Security Bill, 1885; (3) The Trustees' Relief (Investments) Bill, 1885; (4) The Yeoman's and Small Holdings Bill, 1885; (5) The High Court of Justice (Provincial Sittings) Bill, 1885. As regards No. 3, the committee reported against clause 1 of section 9, which proposed to relieve trustees, on taking a leasehold security, from the necessity of inquiry into the lessor's title.—On a motion that the committee's report be adopted, the voting was equal for and against, and the chairman declined to exercise his casting vote. As regards No. 5, although the Bill was approved, still the committee pointed out that by the working of clause 8 Nottingham might be joined to the Birmingham district, which, if likely to be done, the committee recommended should be strongly opposed. The council thereupon requested the president to communicate with the borough members to ascertain if the promoters of the Bill were intending to create a district so wide as that would be, and it was thereby ascertained that no such intention existed.

An appendix to the report contains, among other resolutions on points of practice, the following:—

"That it be a recommendation to the profession on a sale by a mortgagor to provide by a special condition that the cost of the production to the purchaser of the mortgage and other deeds shall be borne by the vendor."—9th April, 1884.

## LAW STUDENTS' JOURNAL.

### LAW STUDENTS' DEBATING SOCIETY.

At the meeting held on the 23rd inst., Mr. E. G. Spiers in the chair, there was, in lieu of the usual debate, a discussion upon the Rules of December last. A considerable meeting came together and a rather full discussion took place. The general opinion seemed to be that, on the whole, the rules would do neither good nor harm—that some, for example as to appeals from inferior courts, were beneficial, whilst others, as to the drawing up of important chancery orders in chambers, would, probably, lead to confusion and delay. On the whole, the prevailing impression was that the changes introduced were rather alterations than improvements.

### UNITED LAW STUDENTS' SOCIETY.

The last evening's meeting was devoted to a discussion of the notorious "shilling case" (*Reg. v. Ashwell*, 34 W. R. 297), the subject being opened by Mr. McKay against the decision of the courts. Several members spoke on the point, but the subject has been so thoroughly threshed out that it would be difficult to originate anything new. Judging chiefly by the actual arguments considered by the Court sitting for the Consideration of Crown Cases Reserved, the meeting negatived the legality of the conviction by a majority of four.

### LIVERPOOL LAW STUDENTS' ASSOCIATION.

The third meeting of the session was held on February 22, Mr. Geo. L. Collins in the chair. After the usual private business of the meeting Mr. C. Y. C. Daubam opened the affirmative side of the following question:—"That the present system of strict settlement and primogeniture is pernicious and ought to be abolished." Mr. F. U. Lewis argued in support of the negative, and the following gentlemen took part in the discussion:—Messrs. Thomas, Price, Richmond, Lindsay, Morrison, and Bromfield. The question, on being put to the meeting, was decided in the affirmative by a majority of four.

### LANCASTER AND PRESTON LAW STUDENTS' SOCIETIES.

A joint debate between these societies took place at Lancaster on the 16th inst. W. H. Higgin, Esq., Q.C., chairman of the Preston Quarter Sessions, presided. The case for argument was as follows:—"A hired a carriage from B, who was a jobmaster, but did not inform him who might use it. A lent it to C, his friend, to take a drive. An accident happened by which C sustained serious injury, caused by a defect in the carriage, which was not known to the owner, but which he might have discovered by careful inspection. Can C recover against B?" Messrs. J. W. Wearing (solicitor), J. E. Lambert, and A. B. S. Welch, on behalf of the Lancaster Law Students' Society, argued for the affirmative, and Messrs. A. Bush (solicitor), F. Beaver, and W. Preston for the Preston Law Debating

Society, contended for the negative. The chairman, in his judgment, said that the case was a very intricate one, and one which needed more attention than he had had time to devote to it. He could not see that the affirmative had made out their case against B., the defendant; and, taking the law on the point and the arguments brought forward on both sides, he felt that he must give his decision on behalf of the negative.

## OBITUARY.

### MR. THOMAS DUDLEY RYDER.

Mr. Thomas Dudley Ryder, barrister, died at Sandon Hall, Staffordshire, on the 23rd ult., in his seventy-first year. Mr. Ryder was the sixth son of the Hon. and Right Rev. Henry Ryder, D.D., Bishop of Lichfield, and he was grandson of the first Lord Harrowby. He was born in 1815, and he was educated at Rugby and at Oriel College, Oxford. He was for a few years an inspector of factories for the Lancashire district, and he was called to the bar at Gray's-inn in Michaelmas Term, 1856. In 1849 he was appointed by the late Bishop Lee to be chancellor of the diocese of Manchester, and he held that office till his death. Mr. Ryder was unmarried.

### MR. PHILIP HENRY PEPYS.

Mr. Philip Henry Pepys, barrister, many years a registrar in bankruptcy, died at Brighton on the 6th inst. Mr. Pepys was the eldest son of the Right Rev. Henry Pepys, D.D., Bishop of Worcester, and nephew of the first Lord Cottenham, and was born in 1824. He was educated at Trinity College, Cambridge, where he graduated as a senior optime in 1846. He was called to the bar at Lincoln's-inn in Trinity Term, 1849, and he formerly practised in the Court of Chancery. In 1855 he was appointed by his father to be chancellor of the diocese of Worcester, and he held that office until his death. In 1852 he was appointed secretary of presentations to the Lord Chancellor by his uncle, Lord Cottenham, and he filled the same office under Lords Truro, Cranworth, Campbell, and Westbury, by whom he was appointed principal secretary in 1862. In 1864 he became a registrar of the Court of Bankruptcy, and a few weeks ago he was compelled, by the state of his health, to resign his office after twenty-two years' public service. Mr. Pepys was married in 1848 to the only daughter of Lieut.-Col. Disbrow.

### MR. JOHN BRIDGE ASPINALL, Q.C.

Mr. John Bridge Aspinall, Q.C., recorder of Liverpool, died at his residence, 64, Queen's Gardens, on the 6th inst., in his 68th year. Mr. Aspinall was the eldest son of the Rev. James Aspinall, rector of Althorpe, Lincolnshire, and was born in 1818. He was educated at Rugby. He was called to the bar at the Middle Temple in Michaelmas Term, 1841, and he was a member of the Northern Circuit. He acted for several years as deputy-recorder of Liverpool, and in 1861 he was appointed recorder of that borough, which office he held until his death. In 1864 he received a silk gown from Lord Westbury, and for many years he enjoyed a good leading business on circuit and before parliamentary committees, frequently appearing as leading counsel for the Corporation of Liverpool, and for the London and North-Western Railway Company. He had held the office of Attorney-General of the County Palatine of Durham since 1872, and in 1880 he presided over the Royal Commission for enquiring into corrupt practices in the city of Gloucester. Mr. Aspinall was a bencher of the Middle Temple, of which society he was treasurer in 1868. He was married in 1843 to the daughter of Mr. John Audley Jee, of Liverpool. He was buried at Kensal-green Cemetery on the 11th inst. At the Liverpool Quarter Sessions, on the 6th inst., allusions to Mr. Aspinall's death were made by Mr. Leofric Temple, Q.C., deputy-recorder, and by Mr. Atkinson, town clerk, and also by Mr. McConnell, on behalf of the bar. At the Liverpool Police Court, Mr. Raffles, the stipendiary magistrate, said, "I can hardly trust myself to speak of the friend so many of us have lost, and Liverpool may well join us in lamenting his death. He and I, both born in Liverpool within three months of each other, commenced our professional career together. We were called to the bar on the same day at different inns of court, and we have both lived to fill important judicial positions in our native city. I always entertained the highest possible opinion of my friend's distinguished ability, and if in some respects he failed to do so himself that full justice which might, and probably would, have enabled him to reach one of the highest judicial positions to which he might fairly have aspired, here in Liverpool he was well known to all her citizens as a criminal judge, second to none in the High Court of Justice or elsewhere. His death is a real loss to the community in his judicial capacity. As a friend he will have a large circle of mourners. He was a most kind-hearted man, always ready to do a service if he had it in his power, and always grateful for any kindness shown to him."

### MR. THOMAS TAPPING.

Mr. Thomas Tapping, barrister, died at Slough on the 3rd inst. Mr. Tapping was the son of Mr. Thomas Saunders Tapping. He was called to the bar at the Middle Temple in Michaelmas Term, 1845, and he formerly practised on the South-Eastern Circuit, and at the Surrey Sessions. He had for several years a fairly good junior practice, and he was well

known as the author of a treatise on the Law of Mandamus. He had also published works on the "Colliery Acts" and the "Factory Acts." Mr. Tapping had ceased to practise.

### SIR JOSEPH ARNOULD.

Sir Joseph Arnould, knight, formerly a judge at Bombay, died at Florence on the 16th inst., in his seventy-third year. Sir J. Arnould was the eldest son of Dr. Joseph Arnould, of White Cross, Berkshire, and was born in 1814. He was educated at the Charterhouse, and he was formerly fellow of Wadham College, Oxford. He obtained the Newdegate Prize for English verse in 1834, and he graduated first class in Classics in 1836. He was called to the bar at the Middle Temple in Michaelmas Term, 1841, and he practised for many years on the Home Circuit. In 1859 he was appointed a puisne judge of the Supreme Court at Bombay, and he received the honour of knighthood. He acted for some time as Chief Justice of Bombay, and he returned to England in 1869. On his retirement he was presented with an address by the native community at Bombay, who founded in his name a scholarship in Hindoo and Mohammedan Law at the University. Sir J. Arnould was known as the author of a treatise on Marine Insurance Law, and more recently of a life of the first Lord Denman. He was married, first, in 1841, to the daughter of Mr. Henry Ridgway, and, secondly, in 1860, to the daughter of Major Carnegie, C.B. His son, Mr. Alfred Henry Arnould, D.C.L., of Magdalen College, Oxford, was admitted a solicitor in 1870, and is a member of the firm of Mackeson, Taylor, & Arnould, of 59, Lincoln's-inn-fields.

## LEGAL APPOINTMENTS.

Mr. WILLIAM ALFRED GREEN, solicitor, of Wolverhampton, has been elected President of the Wolverhampton Law Association for the ensuing year. Mr. Green is clerk to the stipendiary magistrate at Wolverhampton. He was admitted a solicitor in 1857, and he is in partnership with his son, Mr. William Alfred Green, junior.

Mr. HENRY WRIXON, barrister, has been appointed Attorney-General of the Colony of Victoria.

Mr. LEONARD HENRY COURTNEY, barrister, M.P., who has been elected Chairman of Committees in the House of Commons, is the eldest son of Mr. John Sampson Courtney, of Penzance, and was born in 1832. He is a fellow of St. John's College, Cambridge, where he graduated as second wrangler in 1855. He was called to the bar at Lincoln's-inn in Trinity Term, 1858, and he formerly practised in the Court of Chancery. Mr. Courtney was for several years professor of political economy at University College, London. He was M.P. for Liskeard in the Liberal interest from December, 1870, till November, 1885, when he was returned for the Bodmin Division of Cornwall. He was Under-Secretary of State for the Colonies from 1880 till 1882, and Financial Secretary to the Treasury from 1882 till 1884.

Mr. FRANCIS WOOLNUGH WYTHE GROSS, solicitor, of Woodbridge, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Sir WILLIAM COMER PETHERAM, Chief Justice of the High Court of the North-West Provinces of India, has been appointed Chief Justice of Bengal, in succession to Sir Richard Garth, resigned. Sir W. Petheram is the only son of Mr. William Petheram, of Pinhoe, Devonshire, and was born in 1831. He practised for some time as a special pleader, and he was called to the bar at the Middle Temple in Hilary Term, 1860. He formerly practised on the Western Circuit, and he became a Queen's Counsel in 1880. He was appointed Chief Justice of the North-West Provinces in September, 1884, and he shortly afterwards received the honour of knighthood. Sir W. Petheram is a bencher of the Middle Temple.

Mr. WILLIAM MACINTOSH, advocate, has been elected Dean of the Faculty of Advocates in Scotland, on the resignation of the Lord Advocate.

Mr. ROBERT JOHN BIRCH, Q.C., stipendiary magistrate at Lambeth Police-court, has been elected a Bencher of Lincoln's-inn.

### DISSOLUTION OF PARTNERSHIP.

FREDERIC WILLIAM BLUNT, CHARLES HARDING TERRELL, and PERCY LAWFORD, solicitors (Blunt, Tebbis, & Lawford), 95, Gresham-street, London. Feb. 17. The said Frederic William Blunt and Percy Lawford will carry on the business at the same address in co-partnership, under the firm of Blunt & Lawford. [Gazette, Feb. 19.]

## COMPANIES.

### WINDING-UP NOTICES.

JOINT STOCK COMPANIES.  
LIMITED IN CHANCERY.

FEEFERIDGE STOVE, GRATE, AND GENERAL FOUNDRY COMPANY, LIMITED.—Petition for winding up, presented Feb. 18, directed to be heard before Chitty, J., on Saturday, Feb. 27. Smith and Wilmer, Lincoln's inn fields, agents for Ford and Warren, Leeds, solicitors for the petitioners.



**ITALYFERA COMPANY, LIMITED.**—Kay, J., has, by an order dated Feb 10, appointed Mr Henry John Leslie, No 4, Coleman st, to be official liquidator [Gazette, Feb. 19.]

**BRITISH ELECTRIC LIGHT COMPANY, LIMITED.**—By an order made by Pearson, J., dated Feb 13, it was ordered that the company be wound up. Clarke and Co, Lincoln's inn fields, solicitors for the petitioners

**HEMSWORTH COLLIERY COMPANY, LIMITED.**—By an order made by Chitty, J., dated Feb 13, it was ordered that the voluntary winding up of the company be continued. Pritchard and Co, Painters' Hall, agents for Leigh, Manchester, solicitor for the petitioning company

**INTERNATIONAL ELECTRIC COMPANY, LIMITED.**—By an order made by Pearson, J., dated Feb 13, the voluntary winding up of the company is to be continued. Hollins and Co, Mincing lane, solicitors for the liquidator

**NORTH HARBOUR SMELTING AND ROLLING WORKS, LIMITED.**—By an order made by the Court of Appeal, dated Feb 16, it was ordered that the order of Oct 1, dismissing the petition, be reversed, and that the works be wound up. Hughes and Son, Bedford st, Covent Garden, solicitors for the petitioner

[Gazette, Feb. 23.]

**UNLIMITED IN CHANCERY.**  
**FINESBURY LOAN COMPANY.**—By an order made by Chitty, J., dated Feb 13, it was ordered that the company be wound up. Cotton, St Martin's le Grand, solicitor for the petitioner

[Gazette, Feb. 23.]

# COURT PAPERS.

**COUNTY PALATINE OF LANCASTER.**  
**LIMITED IN CHANCERY.**  
**OAK INSURANCE COMPANY, LIMITED.**—The Vice-Chancellor has fixed March 5 at 12, at 2, Clarence st, Manchester, for the appointment of an official liquidator [Gazette, Feb. 23.]

**FRIENDLY SOCIETIES DISSOLVED.**  
**LOYAL VICTORIA LODGE,** White Lion Hotel, Spotland, Lancaster. Feb 16  
**SALHOUSE GOOD INTENT LODGE,** Nottingham Ancient Imperial United Order of Odd Fellows, Bell Inn, Salhouse, Norfolk. Feb 13  
**SANCTUARY STAB OF PATER,** Ancient Order of Shepherds, White Hart Inn, Pembroke st, Pembroke Dock. Feb 15  
**YOUNG MEN'S FRIENDLY SOCIETY,** Horse and Jockey, Gaddesden row, Hemel Hempstead, Hertford. Feb 19

[Gazette, Feb. 23.]

## SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON			
APPEAL COURT		APPEAL COURT	
No. 1.	No. 2.	V. C. BACON.	
Date.		Mr. Justice	Mr. Justice
		KAY.	KAY.
Mon., Mar.	1 Mr. Pemberton	Mr. Clowes	Mr. Pugh
Tuesday ..	2 Ward	Koe	Lavie
Wed. ....	3 Koe	Clowes	Pugh
Thur. ....	4 Clowes	Koe	Lavie
Friday ....	5 Carrington	Clowes	Pugh
Saturday ..	6 Jackson	Koe	Lavie
		Mr. Justice	Mr. Justice
		CHITTY.	NORTH.
Monday, Mar.	1 Mr. Jackson	Mr. Beal	Mr. King
Tuesday ..	2 Carrington	Leach	Farrer
Wednesday ..	3 Jackson	Beal	King
Thursday ..	4 Carrington	Leach	Farrer
Friday .....	5 Jackson	Beal	King
Saturday .....	6 Carrington	Leach	Farrer

## CREDITORS' CLAIMS.

### CREDITORS UNDER ESTATES IN CHANCERY.

#### LAST DAY OF CLAIM.

**ROSS, THOMAS,** Oxcombe House, Lincoln. March 27. Ashton v Ross, Pearson, J. Allison, Louth  
**UPWARD, WILLIAM,** Drapers' gdns, Stock and Share Broker. March 5. Lluellyn v Upward, Bacon, V.C. Le Voi, Palmerston bldgs, Old Broad st [Gazette, Feb. 19.]  
**COOLEY, WILLIAM GODFREY,** Bicker, Lincoln, Auctioneer. March 22. Cooley v Cooley, Kay, J. Smith, Horbling  
**JOHNSON, EDWARD,** Ashville Longlight, near Manchester. March 23. Holt v Stewart, Registrar, Manchester District. Orford, Manchester  
**SEDDON, RICHARD,** Evesbatch, Hereford, Clerk in Holy Orders. March 23. Seddon v Seddon, Bacon, V.C. Toller, Leicester [Gazette, Feb. 23.]

### CREDITORS UNDER 22 & 23 VICT. CAP 36.

#### LAST DAY OF CLAIM.

**BARRETT, JOHN,** Weston, Norfolk, Farmer. Mar 31. Winter and Francis, Norwich  
**BIAT, ESTHER,** Amyand park rd, Twickenham. Mar 10. Senior, Richmond  
**BRIDLEY, HOWLAS,** Pendleton, Lancaster, Corn Dealer. Mar 1. Grundy and Co, Manchester  
**BROCKLEBANK, SAMUEL,** West Haddlesey, York, Gent. Mar 1. Bantoft and Son, Selby  
**CHAMBERS, THOMAS,** Deal, Kent, Gent. April 3. Mercer and Co, Deal  
**CHAPMAN, SAMUEL,** Sheffield, Gent. Mar 31. Burdakin and Co, Sheffield  
**COX, THOMAS,** Blanchard rd, London Fields. Mar 30. Cooke, Finsbury circus  
**DEWHURST, MELISSA,** Southport, Lancashire. Mar 11. Labron Johnson, Liverpool  
**EVANS, DANIEL THOMAS,** Elm ct, Temple, Esq. April 1. Collyer and Co, Bedford row  
**FORD, HARRIET,** Oxford. Mar 25. Walsh, Oxford  
**FREEMAN, CHARLES HENRY,** Kilravock, South Norwood Hill, Gent. Mar 8. Hanhart and Gillman, Southampton st, High Holborn  
**HANHART, MICHAEL,** Charlotte st, Fitzroy sq, Lithographer. Mar 8. Hanhart and Gillman, Southampton st, High Holborn  
**HARRISON, EDWARD KINGSBURY,** Salisbury sq, Printer. Mar 31. Vanderpump, Gray's inn square  
**HINDLE, ETHELAIN,** Catton, Norfolk, Farmer. April 6. Chittock and Woods, Norwich

**HOLDSWORTH, WILLIAM IRVING,** Halifax, Esq. Mar 1. Mumford and Johnson, Bradford  
**KEMP, WILLIAM,** Clapham Common, Baliff. Mar 22. Wilkins, Battersea Rise  
**LONGSTAFF, JOSEPH,** Sunderland, Durham, Butler. Mar 31. Bell and Son, Sunderland  
**MARSDEN, JOHN,** Westhoughton, Lancaster, Gent. Mar 5. Balshaw and Hodgkinson, Bolton  
**MATYARD, ANN,** Brookley, Somerset. Mar 1. Smith and Son, Weston-super-Mare  
**MURPHY, WILLIAM HENRY,** Maidstone, Major. April 1. Eardley Holt and Richardson, Charles st, St. James's sq  
**PURSEORD, JOHN,** Albemarle st, Esq. March 3. Farrar and Farrar, Wardrobe place, Doctors' commons  
**SMITH, GEORGE,** Weybridge, Surrey, Esq. March 7. Hallett and Co, Ashford  
**STEPHENS, WILLIAM THOMAS,** Hastings, Licensed Victualler. March 5. Farrar and Farrar, Wardrobe place, Doctors' commons  
**STEPHENSON, ROBERT,** Jartow upon Tyne, Confectioner. March 19. Newlands and Newlands, South Shields  
**STEVENS, WILLIAM GRIGSON,** Packington st, Lillington. April 3. Antill, Gresham bldgs, Basinghall st  
**STOLZ, COLUMBAN,** Birmingham, Watch Manufacturer. March 20. Wright and Marshall, Birmingham  
**TREVITT, REV JAMES,** Blendon, Somerset. March 25. Smith and Son, Weston super Mare  
**WALSH, HORACE,** Sheffield, Colliery Proprietor. March 31. Burdakin and Co Sheffield  
**WALSH, THOMAS,** Droyloden, Lancaster, Pickler. March 31. Clayton and Wilson, Ashton under Lyne  
**WARDLOW, SAMUEL,** Sheffield, Gent. March 31. Burdakin and Co, Sheffield  
**WOOD, ROBERT ARTHUR HENRY,** Liverpool, Surgeon. March 11. Johnson, Liverpool  
**YULE, SIR GEORGE UDNY, K.C.S.I., C.B.,** Clanricarde gdns, Bayswater. March 25. Prior and Co, Lincoln's inn fields [Gazette, Feb. 9.]

**ALLEN, THOMAS,** Great Smith st, Westminster, Builder. March 8. Hudson, Furnival's inn  
**ANDELL, JOHN,** Windle, Saint Helena, Lancaster, Solicitor. March 25. Brewis, Saint Helena  
**BARNETT, HENRY,** Edgbaston, Birmingham, Silver Chain Manufacturer. March 25. Solomon, Birmingham  
**BEAUMONT, MARY ANN,** Sturgeon rd, Walworth. March 12. Perry, Guildhall chambers, Basinghall st  
**BRADLEY, ROBERT,** Church, Lancaster, Gent. March 31. Sharples, Accrington  
**BURDON, ANNE MALET,** Parklands, Castle Eden, Durham. March 1. Brunton, Castle Eden  
**BURT, JOHN EDWIN,** Lee, Kent, Gent. April 8. Arnold and Co, Carey st, Lincoln's inn  
**CARLES, JAMES,** Sandbach, Chester, Gent. April 3. Bygott, Sandbach  
**CARLES, SARAH,** Sandbach, Chester. April 3. Bygott, Sandbach  
**COOK, EDWARD RICHARD,** Lincoln's inn fields, Barrister-at-Law. March 15. Seale and Smith, Lincoln's inn fields  
**CURTIS, BENJAMIN,** Commercial rd, Stepney, Hosiery. March 10. Cooke and Lomas, Old Sergeants' inn, Chancery lane  
**DAVIES, WILLIAM,** Oswestry, Salop, Ironmonger. April 1. Minshalls and Parry-Jones, Oswestry  
**DAVIS, ANN HARRIET,** Lindfield, Sussex. May 10. Fielder and Sumner, Godliman st, Doctors' Commons  
**FOOT, HARRIET,** Oxford. March 25. Walsh, Oxford  
**GLOVER, HENRY,** Horseforth, York, Gent. March 31. Atkinson and Wilson, Bradford  
**GODD, HANNAH,** Ulverston, Lancaster. March 1. Poole, Ulverston  
**GUEST, THOMAS,** Birmingham, Licensed Victualler. March 17. Pointon, Birmingham  
**HALL, HENRY,** Lichfield, Butcher. March 15. Russell, Lichfield  
**HARDEN, EMILY BARBARA,** Morian Rhy, Flint. March 22. Jones, Denbigh  
**HARGREAVE, THOMAS,** Barnsley, York, Gent. April 30. Raley and Son, Barnsley  
**HARGREAVE, GEORGE,** Wholaw, Lancaster, Farmer. April 1. Artindale and Artindale, Burnley  
**HARPER, THOMAS,** Wolverhampton, Commission Agent. March 31. Colebourn, Wolverhampton  
**HEATH, THOMAS,** Birmingham, Die-sinker. March 20. Wright and Marshall, Birmingham  
**HECKE, JONATHAN,** Combe Saint Nicholas, Somerset, Yeoman. March 25. Clarke and Lukin, Chard  
**HOLLIDAY, SMITH HUYET,** Farnsfield, Nottingham, Farmer. April 30. Stenton and Co, Southwell  
**HUBBARD, SAMUEL,** Burton Joyce, Nottingham, Frame Work Knitter. April 28. Neville, Nottingham  
**HUTT, THOMAS COULLE,** Richmond, Surrey, Builder. March 18. Senior, Richmond  
**JOBLING, JOSEPH,** Morpeth, Northumberland, Wine Merchant. March 31. Nicholson, Morpeth  
**JONES, SAMUEL,** Rotherham, York, Innkeeper. March 1. Wilson, Sheffield  
**LOVELL, ARTHUR,** Gayton, Northampton, Land Valuer. March 9. Burnham (and Henry, Wellingborough  
**MORTON, GEORGE,** Bow rd. March 10. Ullithorne and Co, Field ct, Gray's inn  
**MUNDY, GEORGE,** Claxby, Lincoln, Farmer. March 31. Rhodes, Market Rasen  
**NEWSOME, BENJAMIN,** Suffolk st, Pall Mall, Esq. March 15. Robins and Co, Lincoln's inn fields  
**NORRIS, JOHN,** Cuckfield, Sussex, Builder. March 15. Waugh, Cuckfield  
**PATNE, SARAH,** Tunbridge Wells. March 22. Steel, Sunderland  
**PEARLES, HENRY,** Turnham Green, Chiswick, Provision Merchant. March 8. Hudson, Furnival's inn  
**PURSER, GEORGE,** Sutton, Surrey, Merchant. March 9. Druces and Attlee, Billiter sq  
**RUSH, ANN,** York. March 13. Procter, York  
**SEYMOUR, BETSY,** Romford, Essex. April 10. Blewitt and Tyler, Gracechurch st  
**THOMPSON, MARY,** Sunderland. March 30. Steel, Sunderland  
**WALCOTT, JOHN MINGDEN,** Caversham rd, Kentish Town, Esq. March 25. Bowett and Gray's inn sq  
**WARDEN, MARY MARGARET,** New Cross rd. March 13. Turner and Low, King st, Chapside  
**WHITE, JONAS,** Queensbury, Halifax, Stone Merchant. Feb 22. Farrar, Bradford  
**WILLIAMSON, NICHOLAS PHENE,** Hastings, Esq. May 31. Fielder and Sumner, Godliman st, Doctors' commons  
**WILSON, JOHN,** Chadwick rd, Peckham, Esq. April 16. Bannisters and King, John st, Bedford row  
**WODEHOUSE, WILLIAM HAY,** Colombo, Ceylon, Magistrate. July 1. Crowders and Visard, Lincoln's inn fields  
**YOUNG, WILLIAM JOSEPH,** Woolviston Hall, nr Stockton, Durham, Esq. March 25. Russell, Lichfield [Gazette, Feb. 12.]

**BANNERMAN, Lady KATHERINE,** Upper Brook st. April 12. Capron and Co, Sicile pl, Conduit  
**BEAL, JOHN,** Sutton on Derwent, York, Farmer. March 12. Gray, York  
**BRANDON, THOMAS,** Wavendon, Bucks, Painter. March 8. Green, Woburn

BRASINGTON, ISAAC, Oalston, Derby, Farmer. March 1. Leech and Co. Derby  
 BULLOCK, RICHARD, Abbots Salford, Warwick, Farmer. Feb 27. Eades and  
 Son, Evesham  
 CAITE, ALFRED JOSEPH, Wormley, nr Hoddesdon, Herts, Farmer. March 12.  
 Slater Filch, Threadneedle st  
 COOPER, THOMAS, Broadway, Worcester, Gent. March 25. Eades and Son,  
 Evesham  
 COTTON, WILLIAM, Rossington st, Upper Clapton, Gent. March 20. Francis,  
 Austin Friars  
 COULTHURST, RICHARD, Bolton, Lancaster, Draper. March 27. Thompson and  
 Craven, Preston  
 FRAB, SARAH, Mark, Somerset. March 25. Smith and Son, Weston super Mare  
 GODDARD, JOSEPH, Rastrick, Halifax, Chemist. March 13. Craven and Sunder-  
 land, Brighouse  
 GOULDING, SARAH, Walsoken, Norfolk. April 6. Webber, Upwell  
 GROVE, JAMES, Uphill, Somerset, Baker. March 27. Webster and Smith,  
 Axbridge  
 HALE, ROBERT, Lewisham High rd, Art Master. March 11. Lockyer, Gresham  
 bldgs  
 HALLIFAX, THOMAS, Brighton, Doctor of Medicine. March 12. Colbatch Clark,  
 Brighton  
 HARDACRE, JOHN, Cheddar, Somerset, Yeoman. March 25. Webster and Smith,  
 Axbridge  
 HECKS, JONATHAN, Combe St Nicholas, Somerset, Yeoman. March 25. Clarke and  
 Lukin, Chard  
 HOLLINS, CHARLES, Aston, Warwick, Gent. March 15. Smith, Birmingham  
 KEESELY, ANTHONY JAMES, Aldermaston Mill, Berks, Miller. March 12. Nelson  
 Tanner, Newbury  
 LEE, MARK, Leeds. March 31. Clarke and Son, Leeds  
 LONG, REV. HENRY CHURCHMAN, Newton Flotman, Norfolk, Clerk. March 31.  
 Simpson, Norwich  
 MARTIN, CECILIA GEORGINA, Brighton. March 31. Colmore, Birmingham  
 MORRISON, JOHN, Grange hill, South Norwood, Gent. March 28. Lindsay and  
 Co, Basinghall st  
 PATRICK, MARY LOUISA, Russell rd, Stamford hill. March 13. Lockyer, Gresham  
 bldgs, Basinghall st  
 PERRY, ANNE, Wellington rd, Brighton. March 9. Haselwood, Brighton  
 PITCHER, JAMES HENRY, Warwick lane, Newgate st, Plumber. March 8. Tatham  
 and Co, Queen Victoria st  
 SCOTT, WILLIAM, Manchester, Merchant. April 15. Slater and Co, Manchester  
 SHEARING, SOPHIA, Norwich. March 20. Keith and Co, Norwich  
 SEKRET, SAMUEL RAYNER, Richmond st, Barnsbury, Meat Salesman. April 1.  
 Vanderpump, Gray's inn sq  
 SMITH, GEORGE WILLIAM, Putney Bridge rd, Wandsworth, Stonemason. April  
 13. Corsellis and Mossop, East hill, Wandsworth  
 SPURRIER, WALTER, Handsworth, Stafford, Electro Plater. April 8. Thompson,  
 Smethwick  
 TAYLOR, JOHN DOWNTHORNE, Grovelands, Southgate, Esq. March 21. Lando  
 and Co, Coleman st  
 TEWATTS, ROBINSON, Bradford, Gent. April 16. Killick and Co, Bradford  
 TILL, JAMES, Camwint, Moomouth, Farmer. March 27. Scarlett and Co,  
 Thornbury  
 TIL, JOSEPH, Spalding, Lincoln, Gunsmith. March 11. Maples and Son,  
 Spalding  
 WAGNER, CHARLES, Victoria Dock rd, West Ham. March 24. Goatly, Well-  
 ington st, Strand

[Gazette, Feb. 16.]

## SALES OF ENSUING WEEK.

March 2.—Messrs. DEBENTHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart,  
 at 2 p.m., Freehold Property (see advertisement, Feb. 13, p. 2).

## BIRTHS, MARRIAGES, AND DEATHS.

## BIRTH.

GRAHAM.—Feb. 22, at Fowey, Cornwall, the wife of William J. Graham, solicitor,  
 of a son.

## DEATHS.

ABBOTT.—Feb. 21, at Parkholme-road, Dalston, Barker James Abbott, solicitor,  
 aged 62.  
 AUBIN.—Feb. 19, at 79, Brook-green, W., George Douglas St. Aubin, solicitor,  
 aged 68.  
 JENNINGS.—Feb. 17, at 53, Lincoln's-inn-fields, Henry James Jennings, solicitor,  
 aged 55.  
 TAYLER.—Feb. 21, at 17, Penton-place, William Tayler, of the Middle Temple,  
 solicitor, aged 58.

FEE, TWO GUINEAS, for a sanitary inspection and report on a London dwelling-  
 house. Country surveys by arrangement. The Sanitary Engineering and Ventila-  
 tion Company, 115, Victoria-street, Westminster. Prospectus free.—[ADVT.]

## LONDON GAZETTES.

## THE BANKRUPTCY ACT, 1883.

FRIDAY, Feb. 19, 1886.

## RECEIVING ORDERS.

Alkin, Richard, Harphill, nr Atherstone, Warwickshire, Gentleman. Birmingham.  
 Pet Feb 1. Ord Feb 16. Exam Mar 17 at 2  
 Askwith, William, Birmingham, Durham, Contractor. Stockton on Tees and  
 Middlesbrough. Pet Feb 16. Ord Feb 16. Exam Mar 24  
 Austin, John, Leek, Staffordshire, Shoemaker. Macclesfield. Pet Feb 15. Ord  
 Feb 16. Exam Mar 11 at 11  
 Bailey, Charles Edward, Nottingham, Plumber. Nottingham. Pet Feb 5. Ord  
 Feb 16. Exam Mar 16  
 Barter, Henry Thomas, Motcomb st, Belgrave sq, Riding Master. High Court.  
 Pet Feb 16. Ord Feb 16. Exam Mar 24 at 11.30 at 34, Lincoln's inn fields  
 Benge, Robert, Havelock, Northfleet, Kent, Grocer. Rochester. Pet Feb 16.  
 Ord Feb 16. Exam Mar 15 at 2  
 Bentley, Thomas, Walsborough Green, Sussex, Saddler. Brighton. Pet Feb 15.  
 Ord Feb 15. Exam Mar 11 at 11  
 Boynter, G. Stafford st, Bond st, Gentleman. High Court. Pet Nov 3. Ord Feb  
 16. Exam Mar 24 at 11.30 at 34, Lincoln's inn fields

Byrne, Patrick James, Clewer, Berks, Architect. Windsor. Pet Feb 12. Ord  
 Feb 13. Exam Mar 13 at 11  
 Callaway, George Legge, Bristol, Timber Dealer. Bristol. Pet Feb 15. Ord Feb  
 15. Exam Mar 5 at 12 at Guildhall, Bristol  
 Cane, Thomas, Burgess Hill, Sussex, Manufacturer. High Court. Pet Jan 22.  
 Ord Feb 16. Exam Mar 24 at 11.30 at 34, Lincoln's inn fields  
 Chalmers, William Bryce, New Broad st, Manager of a Public Company. High  
 Court. Pet Feb 17. Ord Feb 17. Exam Mar 24 at 12 at 34, Lincoln's inn fields  
 Cheshire, George Robert, York rd, City rd, China Dealer. High Court. Pet  
 Feb 12. Ord Feb 16. Exam Mar 24 at 11.30 at 34, Lincoln's inn fields  
 Clark, John, New Swindon, Grocer. Swindon. Pet Feb 15. Ord Feb 16. Exam  
 Mar 10 at 2  
 Clegg, Jonathan Chadwick, Dalton in Furness, Gentleman. Ulverston and  
 Barrow in Furness. Pet Feb 3. Ord Feb 16. Exam Mar 9 at 2.30 at Temper-  
 ance Hall, Ulverston  
 Clerc, Raoul, San Francisco, Corn Merchant. High Court. Pet Dec 10. Ord  
 Feb 16. Exam Mar 24 at 11.30 at 34, Lincoln's inn fields  
 Coxon, Samuel Bailey, Victoria st, Civil Engineer. High Court. Pet Jan 27.  
 Ord Feb 16. Exam Mar 24 at 11.30 at 34, Lincoln's inn fields  
 Crabtree, William Henry, Crumkirk, Lancashire, Grocer. Liverpool. Pet Feb 16.  
 Ord Feb 16. Exam Mar 1 at 11.30 at Court house, Government bldgs, Victo-  
 ria st, Liverpool  
 Dare, William Henry, Grays, Essex, Boot Warehouseman. Rochester. Pet Feb  
 16. Ord Feb 16. Exam Mar 15 at 2  
 Duck, William, Newbury, Berks, Butcher. Newbury. Pet Feb 15. Ord Feb 15.  
 Exam Mar 10 at 2  
 Ford, Curtis, Gt St Helens, Ship Broker. High Court. Pet Jan 27. Ord Feb 17.  
 Exam Mar 26 at 12 at 34, Lincoln's inn fields  
 Fraser, Alexander McDonald Black, Fairfield, nr Liverpool, Engineer. Liver-  
 pool. Pet Feb 16. Ord Feb 16. Exam Mar 1 at 11 at Court house, Government  
 bldgs, Victoria st, Liverpool  
 Ganderton, Thomas Henry, Morston under Hill, Worcestershire, Farmer.  
 Worcester. Pet Feb 16. Ord Feb 16. Exam Mar 5 at 2  
 Garbett, George, West Bromwich, Staffordshire, Draper. Oldbury. Pet Feb 13.  
 Ord Feb 16. Exam Mar 3  
 Greenwood, Arthur, Basingstoke, Schoolmaster. Winchester. Pet Feb 17. Ord  
 Feb 17. Exam Mar 17 at 10  
 Green, David, Milnsbridge, nr Huddersfield, Butcher. Huddersfield. Pet Feb  
 16. Ord Feb 16. Exam Mar 8 at 11  
 Hadden, Elijah, Wyken, Warwickshire, Farmer. Coventry. Pet Feb 17. Ord  
 Feb 17. Exam Mar 15  
 Hall, George, Hereford, Carpenter. Hereford. Pet Feb 16. Ord Feb 16. Exam  
 Mar 23  
 Hans, Charles, Exeter, Farmer. Exeter. Pet Feb 16. Ord Feb 16. Exam Mar  
 15 at 11  
 Harrison, William, Salford, Lancashire, Lard Refiner. Salford. Pet Feb 15. Ord  
 Feb 15. Exam Mar 3 at 11  
 Hayes, Frederick Robert, King st, West, Hammersmith, Auctioneer. High  
 Court. Pet Jan 26. Ord Feb 17. Exam April 2 at 11.30 at 34, Lincoln's inn  
 fields  
 Hill, Enoch, Malton, Yorks, Joiner. Scarborough. Pet Feb 15. Ord Feb 15.  
 Exam Mar 16 at 3  
 Jackson, George Arthur, Leeds, Grocer. Leeds. Pet Feb 17. Ord Feb 17.  
 Exam Mar 16 at 11  
 Jeff, William Edwin, Birmingham, Commercial Traveller. Birmingham. Pet  
 Feb 17. Ord Feb 17. Exam Mar 18 at 2  
 Johnstone, John Forsyth, Burdett rd, Chemical Manufacturer. High Court.  
 Pet Feb 16. Ord Feb 16. Exam Mar 26 at 11.30 at 34, Lincoln's inn fields  
 Jones, David, Oakington rd, St. Peter's Park, Paddington, Builder. High  
 Court. Pet Feb 15. Ord Feb 15. Exam Mar 26 at 11.30 at 34, Lincoln's inn  
 fields  
 King, Josiah, Birmingham, Grocer. Birmingham. Pet Feb 16. Ord Feb 16.  
 Exam Mar 17 at 2  
 Lutton, Hungerford, Bootle, Lancashire, Grocer. Liverpool. Pet Feb 15.  
 Ord Feb 15. Exam Mar 1 at 11, at Court house, Government bldgs, Victoria  
 st, Liverpool  
 Matthews, William, Newport, Mon, Grocer. Newport, Mon. Pet Feb 16. Ord  
 Feb 16. Exam Mar 3 at 11  
 Maw, George, Thornton le Dale, Yorks, Veterinary Surgeon. Scarborough. Pet  
 Feb 16. Ord Feb 16. Exam Mar 16 at 3  
 McCoy, J. J., Heywood, Lancashire, Grocer. Bolton. Pet Feb 4. Ord Feb 15.  
 Exam Mar 1 at 11.30  
 McDonald, Grant, Broadway, Ludgate Hill, Bootmaker. High Court. Pet Feb  
 16. Ord Feb 16. Exam Mar 25 at 11.30 at 34, Lincoln's inn fields  
 Northam, William George, Chislehurst, Bootmaker. Croydon. Pet Feb 11. Ord  
 Feb 12. Exam Mar 5  
 Ollerenshaw, George, Ripley, Derbyshire, Baker. Derby. Pet Feb 15. Ord Feb  
 15. Exam Mar 6 at 10  
 Pegler, George, Bisley, Gloucestershire, Shopkeeper. Gloucester. Pet Feb 17.  
 Ord Feb 17. Exam Mar 16  
 Piesey, Susan, and Selina Piesey, Little Wakering, Essex, Farmers. Chelms-  
 ford. Pet Feb 17. Ord Feb 17. Exam Mar 8 at 12, at Shirehall, Chelmsford  
 Quinborough, George, Ropsley, nr Grantham, Grocer. Nottingham. Pet Feb  
 15. Ord Feb 16. Exam Mar 16  
 Ray, George Edward, Norwich, Solicitor. Norwich. Pet Feb 5. Ord Feb 16.  
 Exam Mar 17 at 12, at Shirehall, Norwich Castle  
 Reed, William, Bristol, Tea Dealer. Bristol. Pet Feb 15. Ord Feb 15. Exam  
 Mar 5 at 12, at Guildhall, Bristol  
 Rollings, William, Wansford cum Stibbington, Huntingdonshire, Grocer.  
 Peterborough. Pet Feb 15. Ord Feb 15. Exam Mar 8 at 12.30  
 Salomons, Lyon Jacob, Mildmay grove, Dealer in Fancy Goods. High  
 Court. Pet Feb 16. Ord Feb 16. Exam Mar 16 at 11.30, at 34, Lincoln's inn  
 fields  
 Scott, Matthew, Lardon rd, Acton Vale, Builder. Brentford. Pet Feb 13. Ord  
 Feb 13. Exam Mar 16 at 2  
 Smith, Henry, Tuttle, nr Gloucester, Farmer. Gloucester. Pet Feb 15. Ord  
 Feb 15. Exam Mar 16  
 Surridge, Octavius, Aberavon, Glam., Farmer. Neath. Pet Dec 20. Ord Feb 16.  
 Exam Mar 9 at 2.15, at Townhall, Neath  
 Taylor, Henry William, Haymarket, Designer. High Court. Pet Feb 17. Ord  
 Feb 17. Exam Mar 23 at 11.30, at 34, Lincoln's inn fields  
 Thomas, Robert Dunlop, Prestbury, Gloucestershire, Gentleman. Cheltenham.  
 Pet Feb 17. Ord Feb 17. Exam Mar 25 at 11  
 Thompson, George Curr, and Arthur Gill Thompson, Sheffield, Britannia  
 Metal Manufacturers. Sheffield. Pet Feb 15. Ord Feb 16. Exam Mar 4  
 at 11.30  
 Turner, Isaac, Armley, nr Leeds, Licensed Victualler. Leeds. Pet Feb 15. Ord  
 Feb 16. Exam Mar 16 at 11  
 Whitman, David, Milnsbridge, nr Huddersfield, Joiner. Huddersfield. Pet Feb  
 17. Ord Feb 17. Exam Mar 8 at 11  
 Williams, John, Llanallgo, Anglesey, Clerk in Holy Orders. Bangor. Pet Feb  
 16. Ord Feb 16. Exam Mar 11 at 11

## FIRST MEETINGS.

Arnold, William, Borough High st, Southwark, Solicitor. Mar 3 at 11, 34, Carey  
 st, London  
 Aspin, Thomas, Peel sq, Barnaley, Innkeeper. Mar 1 at 11.30, Official Receiver,  
 3, Eastgate, Barnaley  
 Austin, John, Leek, Staffordshire, Shoemaker. Feb 26 at 11. Official Receiver,  
 23, King Edward st, Macclesfield



Reuge, Robert Havelock, Northfleet, Kent, Grocer. Mar 2 at 11.30. Official Receiver, Eastgate, Rochester.  
 Bentley, Thomas, Wisborough Green, Sussex, Saddler. Mar 1 at 2. King's Head, Mersham.  
 Buckton, Humphry Charles, Smerleyton rd, Brixton, Banker's Clerk. Mar 1 at 12. 33, Carey st, Lincoln's inn.  
 Callaway, George Legge, Bristol, Timber Dealer. Mar 1 at 3. Official Receiver, Bank chbrs, Bristol.  
 Charney, Betsy, and Agnes Ann Charney, Arnside, Westmoreland, Innkeepers. Feb 27 at 12. Official Receiver, 37, Stramontgate, Kendal.  
 Crabtree, William Henry, Ormskirk, Lancashire, Grocer. Mar 1 at 3. Official Receiver, 35, Victoria st, Liverpool.  
 Dare, William Henry, Grays, Essex, Boot Warehouseman. Mar 2 at 2.30. Official Receiver, Eastgate, Rochester.  
 Dawson, James, Todmorden, Yorks, Farmer. Feb 26 at 3.30. Queen's Hotel, Todmorden.  
 Epps, Thomas, Dodington, Kent, Farmer. Feb 26 at 10.15. 32, St. George's st, Canterbury.  
 Everett, Charles Henry, Iverson rd, Kilburn, Builder. Mar 1 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 Fitzmaurice, John Louis, Bury, Lancashire, Surgeon. Feb 27 at 10.30. 16, Wood st, Bolton.  
 Fraser, Alexander MacDonald Black, Fairfield, nr Liverpool, Engineer. Mar 3 at 2. Official Receiver, 35, Victoria st, Liverpool.  
 Ganderton, Thomas Henry, Moreton under Hill, Worcestershire, Farmer. Mar 5 at 12. Official Receiver, Worcester.  
 Green, David, Milnsbridge, nr Huddersfield, Butcher. Mar 1 at 3. Official Receiver, Albert bldgs, New st, Huddersfield.  
 Greenwood, Frederick William, Leeds, Boot Dealer. Mar 1 at 11. Official Receiver, St. Andrew's chbrs, 22, Park row, Leeds.  
 Harris, Charles, Exeter, Farmer. Mar 2 at 11. Castle of Exeter, Exeter.  
 Harrison, William, Salford, Lard Refiner. Mar 3 at 11.30. Court house, Encombe pl, Salford.  
 Herbert, Mary, Blackwood, Mon, Innkeeper. Feb 26 at 3. Official Receiver, Merthyr Tydfil.  
 Hill, Enoch, Malton, Yorks, Joiner. Mar 1 at 11.30. Official Receiver, 74, Newborough st, Scarborough.  
 Jones, Robert, Edward, Strand, no occupation. Mar 1 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 Kenrick, Agnes Butler, Oxford, Lodging House Keeper. Mar 1 at 11.30. Official Receiver, 1, Saint Aldates, Oxford.  
 Lutton, Hungerford, Bootle, Lancashire, Grocer. Mar 2 at 2. Official Receiver, 35, Victoria st, Liverpool.  
 Lyon, Henry Isaac, Gower st, Grocer. Mar 1 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 Matthews, William, Newport, Mon., Grocer. Mar 2 at 12. 12, Tredegar pl, Newport, Mon.  
 Maw, George, Thornton le Dale, Yorks, Veterinary Surgeon. Mar 1 at 3. Official Receiver, 74, Newborough st, Scarborough.  
 McCoy, J. J., Heywood, Lancashire, Grocer. Mar 1 at 10. 16, Wood st, Bolton.  
 Moller, Mathias, West Hartlepool, Ship Chandler. Feb 26 at 2.30. Official Receiver, 31, Fawcett st, Sunderland.  
 Moses, Philip, High st, Whitechapel, Clothier. Mar 3 at 12. 33, Carey st, Lincoln's inn.  
 Ollerehanaw, George, Ripley, Derbyshire, Baker. Mar 1 at 8. Official Receiver, St James's chbrs, Derby.  
 Owen, Alfred, Wolverhampton, Baker. Feb 27 at 11. Official Receiver, St Peter's close, Wolverhampton.  
 Parkinson, Martha, Oxford, Lodging house Keeper. Feb 26 at 11.30. Official Receiver, 1, St Aldates, Oxford.  
 Parry, Graham, Cheltenham, Gent. Feb 27 at 10. County Court, Cheltenham.  
 Platt, George, Snow hill, Importer of Lamps. Mar 1 at 2. 33, Carey st, Lincoln's inn.  
 Reed, William, Bristol, Tea Dealer. Mar 1 at 12.30. Official Receiver, Bank chbrs, Bristol.  
 Roberts, John George, Faversham, Marine Store Dealer. Feb 26 at 9.45. 32, St George's st, Canterbury.  
 Rollings, William, Wansford cum Stibbington, Huntingdonshire, Grocer. Mar 3 at 12. County Court, Peterborough.  
 Rowlands, Thomas Christopher, Millmay park, Canonbury, Dentist. Mar 3 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 Sharp, Joseph, Barbican, Packing Case Manufacturer. Mar 1 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 Skermer, John, West Bromwich, Staffordshire, Grocer. Mar 5 at 10.30. Court house, Oldbury.  
 Smethurst, Henry, Stafford, Jeweller. Mar 3 at 11.30. County Court, Bank passage, Stafford.  
 Smith, Henry, Tuffley, Gloucestershire, Farmer. Feb 27 at 3. 17, St John's lane, Gloucester.  
 Thompson, Francis William, Nottingham, out of business. Feb 26 at 12. Official Receiver, High pavement, Nottingham.  
 Thompson, James, Ormskirk, Barrow in Furness, Sawyer. Mar 3 at 12. Official Receiver, 2, Paxton terr, Barrow in Furness.  
 Wheelon, Horatio, West Bromwich, General Dealer. Mar 1 at 10.30. Court house, Oldbury.  
 White, James, Westbourne grove, Baywater, Costume Warehouseman. Feb 26 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 Whitman, David, Milnsbridge, nr Huddersfield, Joiner. Mar 3 at 11. Official Receiver, Albert bldgs, New st, Huddersfield.

## ADJUDICATIONS.

Ackwith, William, Billingham, Durham, Contractor. Stockton on Tees and Middlesbrough. Feb 16 at 11.30.  
 Austin, John, Leek, Staffordshire, Shoemaker. Macclesfield. Feb 15. Ord Feb 15.  
 Barter, Henry Thomas, Motcombe st, Belgrave sq, Riding Master. High Court. Feb 16. Ord Feb 19.  
 Bates, Thomas, Blislington, Kent, Farmer. Canterbury. Feb 29. Ord Feb 12.  
 Borton, Henry, Leamington, Leather Seller. Warwick. Feb 29. Ord Feb 30.  
 Bowyer, John, Landrillo, Montgomeryshire, Innkeeper. Newton. Feb 29. Ord Feb 14.  
 Byrne, Patrick James, Clewer, Berks, Architect. Windsor. Feb 12. Ord Feb 19.  
 Chard, Thomas, Wolverhampton, Butcher. Wolverhampton. Feb 12. Ord Feb 15.  
 Crabtree, William Henry, Ormskirk, Lancashire, Grocer. Liverpool. Feb 16. Ord Feb 17.  
 Dorey, Edward, Birmingham, Saw Mill Proprietor. Birmingham. Feb 12. Ord Feb 17.  
 Drew, Daniel, Swansea, Tailor. Swansea. Feb 29. Ord Feb 16.  
 Finding, Samuel, Raunds, Northamptonshire, Draper. Northampton. Feb 29. Ord Feb 16.  
 Ganderton, Thomas Henry, Moreton under Hill, Worcestershire, Farmer. Worcester. Feb 16. Ord Feb 16.  
 Garbett, George, West Bromwich, Staffordshire, Draper. Oldbury. Feb 12. Ord Feb 17.  
 Green, David, Milnsbridge, nr Huddersfield, Butcher. Huddersfield. Feb 16. Ord Feb 16.  
 Gully, Joseph, and Albert Gully, Bristol, Bakers. Bristol. Feb 2. Ord Feb 15.

Hagan, Albert, Water lane, Gt Tower st, Ship Broker. High Court. Feb 29. Ord Feb 16.  
 Hall, George, Hereford, Carpenter. Hereford. Feb 16. Ord Feb 16.  
 Harris, Charles, Exeter, Farmer. Exeter. Feb 16. Ord Feb 17.  
 Harrison, William, Salford, Lancashire, Lard Refiner. Salford. Feb 15. Ord Feb 17.  
 Harvey, Walter James, Bishops Stortford, Hertfordshire, Saddler. Hertford. Feb 1. Ord Feb 17.  
 Herbert, Mary, Blackwood, Mon, Innkeeper. Tredegar. Feb 12. Ord Feb 17.  
 Hindley, James, Gwersyllt, Denbighshire, Coachman. Wrexham. Feb 11. Ord Feb 17.  
 Inch, John, Crediton, Builder. Exeter. Feb 30. Ord Feb 16.  
 Ingram, John, Hackney Wick. High Court. Feb 18. Ord Feb 16.  
 Jackson, George, Seaton Ross, Shoemaker. York. Feb 30. Ord Feb 15.  
 Kilby, William, Willesden green, Timber Merchant. High Court. Feb 23. Ord Feb 16.  
 King, Walter Jesse, Birmingham, Tea Dealer. Birmingham. Feb 29. Ord Feb 15.  
 Lord, John Ashworth, Barrow in Furness, General Dealer. Ulverston and Barrow in Furness. Feb 1. Ord Feb 17.  
 Matthews, William, Newport, Mon, Grocer. Newport, Mon. Feb 16. Ord Feb 16.  
 Morgan, George, Pontypridd, Builder. Pontypridd. Feb 3. Ord Feb 15.  
 Owen, Alfred, Wolverhampton, Baker. Wolverhampton. Feb 12. Ord Feb 16.  
 Pilbrow, E. F., Margate, Hotel Proprietor. Canterbury. Feb 29. Ord Feb 15.  
 Thompson, George Curr, and Arthur Gill Thompson, Sheffield, Britannia Metal Manufacturers. Sheffield. Feb 15. Ord Feb 16.  
 Wright, Joseph Henry, Cheshunt, Hertfordshire, Boot Dealer. Edmonton. Feb 8. Ord Feb 15.

## ADJUDICATIONS ANNULLED.

Eden, James Henry, Cheadle Hulme, Cheshire, Farmer. Stockport. Adjud Sept 25. Annul Feb 5.  
 Lambert, Frederick Richard Henry, residence unknown, Captain in Scots Fusiliers. High Court. Adjud July 8. Annul Feb 19.

TUESDAY, Feb. 23, 1886.

## RECEIVING ORDERS.

Adams, William Michael, Victoria st, Westminster, Agent. High Court. Feb 24. Ord Feb 18. Exam Mar 31 at 11.30 at 34, Lincoln's inn fields.  
 Anderson, Matthew Burlace, Cannock, Staffordshire, Builder. Walsall. Feb 15. Ord Feb 19. Exam Mar 10 at 12.  
 Bold, Thomas, Dewsbury, Wool Merchant. Dewsbury. Feb 20. Ord Feb 20. Exam Mar 9.  
 Brown, James Wotherspoon, Salisbury, Upholsterer's Assistant. Salisbury. Feb 17. Ord Feb 17. Exam Mar 12 at 12.  
 Burgess, Martin, Sydenham, China Retailer. Greenwich. Feb 17. Ord Feb 17. Exam Mar 19 at 1.  
 Burrows, Martin, South Bank, Yorks, Contractor. Stockton on Tees and Middlesbrough. Feb 19. Ord Feb 19. Exam Mar 3.  
 Carmichael, William, Huddersfield, Furniture Dealer. Huddersfield. Feb 18. Ord Feb 18. Exam Mar 8 at 11.  
 Clark, Edwin, Colverston crescent, Dalston, Auctioneer and Valuer. High Court. Feb 18. Ord Feb 18. Exam Mar 31 at 11.30 at 34, Lincoln's inn fields.  
 Clarke, Charles Maurice, Shefford, Bedfordshire, Grocer. Bedford. Feb 16. Ord Feb 19. Exam Mar 10.  
 Colbran, Norbury Collins, Canterbury, Stationer. Canterbury. Feb 17. Ord Feb 19. Exam Mar 5.  
 Constantine, Elizabeth, Birkenhead, Milliner. Birkenhead. Feb 12. Ord Feb 18. Exam Mar 3 at 11.  
 Cosens, Charles William, Southampton, Grocer. Southampton. Feb 19. Ord Feb 19. Exam Mar 5 at 12.  
 Cradock, Elizabeth, Keynasham, Somersetshire, Licensed Victualler. Bristol. Feb 19. Ord Feb 19. Exam Mar 19 at 12 at Guildhall, Bristol.  
 Cubitt, George, North Walsham, Norfolk, Ironmonger. Norwich. Feb 19. Ord Feb 19. Exam Mar 17 at 12 at Shirehall, Norwich.  
 Cuming, Alexander Paul, and Walter Robert Barnett, Victoria st, Westminster, Builders. High Court. Feb 29. Ord Dec 1. Exam Mar 31 at 11.30 at 34, Lincoln's inn fields.  
 Dean, Thomas Richard, Strood, Kent, Carman. Rochester. Feb 20. Ord Feb 20. Exam Mar 13 at 2.  
 Dickinson, Francis, Sheffield, Builder. Sheffield. Feb 30. Ord Feb 20. Exam Mar 11 at 11.30.  
 Evans, Thomas, Pontypridd, Grocer. Pontypridd. Feb 5. Ord Feb 19. Exam Mar 16 at 2.  
 Gregg, Thomas, Nottingham, Plumber. Nottingham. Feb 19. Ord Feb 19. Exam Mar 16.  
 Hearnden, Thomas George, Dover, Credit Draper. Canterbury. Feb 19. Ord Feb 20. Exam Mar 12.  
 Hodgson, John, Stockton on Tees, Theatrical Lessee. Stockton on Tees and Middlesbrough. Feb 19. Ord Feb 19. Exam Mar 3.  
 Holmes, Amos, Uileksell, Yorks, Basket Maker. York. Feb 20. Ord Feb 20. Exam Mar 12 at Guildhall, York.  
 Hoyles, William Henry, Leverton, Lincolnshire, Farmer. Boston. Feb 17. Ord Feb 20. Exam Mar 4 at 2.  
 Hyde, George Cleveland, Croydon, no occupation. Croydon. Feb 16. Ord Feb 18. Exam Mar 5.  
 Job, William, Torquay, Livery Stable Keeper. Exeter. Feb 19. Ord Feb 19. Exam Mar 15 at 11.  
 Kent, Edward, Bury St Edmunds, Saddler. Bury St Edmunds. Feb 17. Ord Feb 17. Exam Mar 3 at 11.45 at Guildhall, Bury St Edmunds.  
 Lambie, John Bathie, Graham rd, Dalston, Gent. High Court. Feb 1. Ord Feb 19. Exam Mar 25 at 11.30 at 34, Lincoln's inn fields.  
 Lander, John Oldacre, Rugeley, Wheelwright. Stafford. Feb 19. Ord Feb 19. Exam Mar 3 at 12 at Shirehall, Stafford.  
 Lander, Robert William, Bromley st, Commercial rd East, Lighterman. High Court. Feb 19. Ord Feb 19. Exam Mar 25 at 11.30 at 34, Lincoln's inn fields.  
 Lewis, William, Neath, Glamorganshire, Furniture Dealer. Neath. Feb 20. Ord Feb 20. Exam Mar 9 at 10.30 at Townhall, Neath.  
 Marshall, Thomas James, Southend, Refreshment Contractor. High Court. Feb 20. Ord Feb 20. Exam Mar 25 at 11.30 at 34, Lincoln's inn fields.  
 Parry, John, Fendleton, Lancashire, Rope Maker. Bolton. Feb 13. Ord Feb 18. Exam Mar 15 at 11.30.  
 Pearson, William, Netherton, nr Dudley, Worcestershire, Lime Merchant. Dudley. Feb 12. Ord Feb 13. Exam Mar 9 at 11.  
 Pepper, Thomas, Leeds, Railway Carrier. Leeds. Feb 23. Ord Feb 19. Exam Mar 16 at 11.  
 Price, James, Treorkey, Glamorganshire, Bootmaker. Pontypridd. Feb 19. Ord Feb 19. Exam Mar 16 at 2.  
 Ralls, Samuel, Pontypridd, Greengrocer. Pontypridd. Feb 18. Ord Feb 18. Exam Mar 9 at 2.  
 Ryley, John, Birmingham, Tailor. Birmingham. Feb 19. Ord Feb 19. Exam Mar 15 at 3.  
 Sandys, Hon Edmund Arthur Marcus, Chesham st, High Court. Feb 29. Ord Feb 18. Exam Mar 30 at 11 at 34, Lincoln's inn fields.

Savage, Alfred, Camberwell rd, Carver. High Court. Pet Feb 17. Ord Feb 18.  
Exam Mar 23 at 11.30 at 34, Lincoln's inn fields  
Sneath, Thomas Dixon, Newark, Chemist. Nottingham. Pet Feb 20. Ord Feb 20. Exam Mar 16  
Stocker, G. L. Oxford gds, Notting hill. High Court. Pet Aug 11. Ord Feb 18.  
Exam Mar 23 at 11.30 at 34, Lincoln's inn fields  
Wheeler, Arthur Hunter, Brighton, China Dealer. Brighton. Pet Feb 20. Ord Feb 20. Exam Mar 11 at 11  
Whitehead, Thomas, Earlestown, nr Dewsbury, Foreman. Dewsbury. Pet Feb 19. Ord Feb 19. Exam Mar 9  
Wilkinson, George William, St Mary Abbots terr. Kensington West, Stained Glass Artist. High Court. Pet Jan 8. Ord Feb 18. Exam Mar 30 at 11 at 34, Lincoln's inn fields

## FIRST MEETINGS.

Anderson, Matthew Burlace, Cannock, Staffordshire, Builder. Mar 5 at 2.30. Official Receiver, St Peter's close, Wolverhampton  
Askwith, William, Billingham, Durham, Contractor. Mar 2 at 11. Official Receiver, 8, Albert rd, Middlesbrough  
Bailey, Charles Edward, Nottingham, Plumber. Mar 2 at 2. Official Receiver, High pavement, Nottingham  
Bates, Thomas William, East Dereham, Norfolk, Tailor. Mar 5 at 1. Official Receiver, 8, King st, Norwich  
Boynton, G. Stafford st, Bond st, Gent. Mar 3 at 2. 33, Carey st, Lincoln's inn  
Brown, James Wotherspoon, Salisbury, Upholsterer's Assistant. Mar 3 at 12.30. Official Receiver, Salisbury  
Brown, Solomon, Gt Yarmouth, Smaek Master. Mar 5 at 11.30. Official Receiver, 8, King st, Norwich  
Carmichael, William, Huddersfield, Furniture Dealer. Mar 3 at 3. Official Receiver, Albert bldgs, New st, Huddersfield  
Clark, John, Swindon, Grocer. Mar 2 at 1.30. Official Receiver, 32, High st, Swindon  
Constantine, Elizabeth, Birkenhead, Milliner. Mar 3 at 12.30. Official Receiver, 48, Hamilton sq, Birkenhead  
Cosens, Charles William, Southampton, Grocer. Mar 5 at 11. Official Receiver, East st, Southampton  
Dean, Thomas Richard, Strood, Kent, Carman. Mar 6 at 11.30. Official Receiver, Eastgate, Rochester  
Dovey, Edward, Birmingham, Saw Mill Proprietor. Mar 3 at 3. Luke Jesson Sharp, Official Receiver, Birmingham  
Gregg, Thomas, Nottingham, Plumber. Mar 3 at 12. Official Receiver, 1, High pavement, Nottingham  
Greenwood, Arthur, Basingstoke, Hants, Schoolmaster. Mar 3 at 11.30. Red Lion Hotel, Basingstoke, Hants  
Haddon, Elijah, Wyken, Warwickshire, Farmer. Mar 4 at 10.30. Official Receiver, 17, Hertford st, Coventry  
Hodgson, John, Stockton on Tees, Theatrical Lessee. Mar 2 at 11.30. Official Receiver, 8, Albert rd, Middlesbrough  
Holmes, Amos, Ulkeleif, Yorks, Basket Maker. Mar 5 at 12. Official Receiver, 17, Blake st, York  
Humphreys, Thomas William, Gloucester rd, Finsbury pk, Costume Manufacturer. Mar 4 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
Job, William, Torquay, Livery Stable Keeper. Mar 5 at 2. Queen's Hotel, Torquay  
Jones, John, and John Davies, Llansaintfread, Cardiganshire, Brewers. Mar 2 at 12. Official Receiver, 11, Quay st, Carmarthen  
Kent, Edward, Bury Saint Edmunds, Harness Maker. Mar 3 at 12.30. Guildhall, Bury St. Edmunds  
Lander, John Oldacre, Rugeley, Staffordshire, Wheelwright. Mar 3 at 3. County court, Bank passage, Stafford  
Lynn, Walter, Brighton, Timber Merchant. Mar 5 at 12. Official Receiver, 39, Bond st, Brighton  
McDonald, Grant, Broadway, Ludgate hill, Bootmaker. Mar 5 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
Mudon, John, Gloucester rd, Queen's gate, South Kensington, Goldsmith. Mar 3 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
Northam, William George, Chislehurst, Bootmaker. Mar 3 at 3. Official Receiver, 109, Victoria st, Westminster  
Pegler, George, Bisleigh, Gloucestershire, Shopkeeper. Mar 2 at 4.15. Imperial Hotel, Stroud  
Prior, Robert, Oxford, Tailor. Mar 3 at 11.30. Official Receiver, 1, St Aldates, Oxford  
Quinnborough, George, Ropley, nr Grantham, Grocer. Mar 2 at 12. Official Receiver, 1, High pavement, Nottingham  
Ralls, Samuel, Pontypidd, Green grocer. Mar 4 at 12. Official Receiver, Merthyr Tydfil  
Ray, George Edward, Norwich, Solicitor. Mar 5 at 12. Official Receiver, 8, King st, Norwich  
Rees, Thomas, jun, Cwmaman Bettws, Carmarthenshire, Grocer. Mar 2 at 2.30. Official Receiver, 11, Quay st, Carmarthen  
Salomons, Lyon Jacob, Houndeditch, Dealer in Fancy Goods. Mar 3 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
Shanley, Michael Joseph, Bedford, Journalist. Mar 4 at 11. 8, St Paul's sq, Bedford, Beds  
Simmons, John, Gt Plumstead, Blacksmith. Mar 5 at 11. Official Receiver, 8, King st, Norwich  
Surridge, Octavius, Aberavon, Glamorganshire, Farmer. Mar 2 at 11. Castle Hill, Neath  
Tedd, William, West Bromwich, Fishmonger. Mar 3 at 10.30. Court house, Oldbury  
Turner, Isaac, Armley, nr Leeds, Licensed Victualler. Mar 3 at 11. Official Receiver, St Andrew's chbrs, 22, Park row, Leeds  
Wilcox, Matthew, Harborne, Staffordshire, Clerk. Mar 4 at 11. Official Receiver, Birmingham  
Williams, John, Llanallgo, Anglesey, Clerk in Holy Orders. Mar 11 at 2.30. Queen's Head Cafe, Bangor

Wright, Joseph Henry, Cheshunt, Herts, Boot Dealer. Mar 2 at 1. Official Receiver, County Court bldgs, Sheep st, Northampton

## ADJUDICATIONS.

Billing, Herbert Hatley, Dollis rd, Church End, Finchley, Builder. Barnet. Pet Jan 23. Ord Feb 18  
Boyles, George, and John Blackwell, High Wycombe, Buckinghamshire, Builders. Aylesbury. Pet Jan 19. Ord Feb 19  
Burrows, Martin, South Bank, Contractor. Stockton on Tees and Middlesbrough. Pet Feb 19. Ord Feb 19  
Calaminus, Laura, Weston super Mare, Dealer in Art Needlework. Bridgewater. Pet May 15. Ord Feb 20  
Clark, John, New Swindon, Grocer. Swindon. Pet Feb 15. Ord Feb 19  
Clerc, Raoul, San Francisco, Corn Merchant. High Court. Pet Dec 10. Ord Feb 20  
Coles, Oswald Lewis, Upper Charles st, Goswell rd, Lithographer's Printer, High Court. Pet Feb 8. Ord Feb 20  
Constantine, Elizabeth, Birkenhead, Milliner. Birkenhead. Pet Feb 18. Ord Feb 20  
Curtels, Samuel, Sudbury, Gent. St Albans. Pet Jan 14. Ord Feb 17  
Davey, Edwin, Wellington, Somersetshire, Grocer. Taunton. Pet Feb 3. Ord Feb 19  
Dobson, James, and William Dobson, Sandbach, Cheshire, Grocers. Macclesfield. Pet Feb 11. Ord Feb 17  
Evans, William Thomas, Pontypidd, Grocer. Pontypidd. Pet Feb 5. Ord Feb 19  
Harrison, James, Sunderland, Chemist. Sunderland. Pet Feb 9. Ord Feb 18  
Hodgson, John, Stockton on Tees, Theatrical Lessee. Stockton on Tees and Middlesbrough. Pet Feb 19. Ord Feb 19  
Holman, Thomas, Chilham, Kent, Licensed Victualler. Canterbury. Pet Feb 1. Ord Feb 19  
Hoyles, William Henry, Leverton, Lincolnshire, Farmer. Boston. Pet Feb 17. Ord Feb 20  
Hudsmith, James Cranmer, Stretford, nr Manchester, Gentleman. Salford. Pet Oct 13. Ord Feb 19  
Hyde, George Cleveland, Church st, Croydon, no occupation. Croydon. Pet Feb 16. Ord Feb 16  
Job, William, Torquay, Devonshire, Livery Stable Keeper. Exeter. Pet Feb 19. Ord Feb 19  
Jones, John, and John Davies, Llansaintfread, Cardiganshire, Brewers. Aberswith. Pet Feb 11. Ord Feb 20  
Lowther, Hon Charles, Grove end, St John's wood, Gentleman. High Court. Pet Jan 11. Ord Feb 19  
McDonald, Grant, Broadway, Ludgate hill, Bootmaker. High Court. Pet Feb 16. Ord Feb 20  
Price, Charles, Newport, Mon., Cabinet Maker. Newport, Mon. Pet Feb 4. Ord Feb 19  
Puddephatt, George, Chesham Bois, Buckinghamshire, Farmer. Aylesbury. Pet Feb 2. Ord Feb 20  
Rayner, Arthur Senior, Huddersfield, Dealer in Fancy Wares. Huddersfield. Pet Feb 6. Ord Feb 20  
Savage, Alfred, Camberwell rd, Carver and Gilder. High Court. Pet Feb 17. Ord Feb 20  
Scharer, Eugen, East India avenue. High Court. Pet Dec 21. Ord Feb 19  
Scott, Matthew, Larden rd, Acton Vale, Builder. Brentford. Pet Feb 13. Ord Feb 19  
Simpson, William, residence unknown, Grocer. High Court. Pet Jan 14. Ord Feb 19  
Triggs, Henry, Steyning, Sussex, out of employment. Brighton. Pet Feb 4. Ord Feb 20  
Walters, John Stephen, Chepstow, Mon., Innkeeper. Newport, Mon. Pet Feb 3. Ord Feb 19  
Wile, James, Westbourne grove, Bayswater, Costume and Mantle Warehouseman. High Court. Pet Feb 12. Ord Feb 20

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